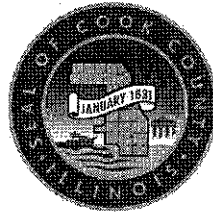


BIDDER: WJL LCL, LLC d/b/a Gordon's Garage



COOK COUNTY GOVERNMENT

Office of the Chief Procurement Officer

CONTRACT FOR SERVICE

**DOCUMENT NO. 1712-16448D
(PURCHASE ORDER # 70000043969)**

**AUTOMOBILE MAINTENANCE AND REPAIR SERVICES FOR ZONE 7
FOR
THE COOK COUNTY SHERIFF'S OFFICE**

**BIDS TO BE EXECUTED IN TRIPLICATE
BID OPENING WILL BE ON
DATE FRIDAY, JULY 21, 2017 AT 10:00 A.M. CENTRAL STANDARD TIME
LATE BIDS WILL NOT BE CONSIDERED
DELIVER BIDS TO 118 N. CLARK ST., ROOM 1018, CHICAGO, IL 60602**

**Questions regarding this Bid should be directed to:
JORGE ROBLES AT (312) 603-6998
EMAIL: JORGE.ROBLES@COOKCOUNTYIL.GOV**

**Toni Preckwinkle
Cook County Board President**

**Shannon E. Andrews
Chief Procurement Officer**

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EXHIBITS:

Exhibit I:	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit II	Electronic Payables Program Form
Exhibit III	Preference for Veteran's Business Enterprise and Service-Disabled Veteran's Business Enterprise Form
Exhibit IV	Veteran's Workplace Preference Public Works Contracts Form
Exhibit V	Board Approval (If Applicable)
Exhibit VI	Minority-Owned Business Enterprise and Women-Owned Business Enterprise Utilization Plan
Exhibit VII	Economic Disclosure Statement Forms, <i>including Contract and EDS Signature Pages</i>

Fillable PDF Links for all Exhibits Available at: <https://www.cookcountyil.gov/service/doing-business-cook-county>

Attachment 1 Quantity and Price Spreadsheets

**INSTRUCTIONS TO BIDDERS
BID CONTRACTS
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BID CONTRACTS
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INSTRUCTIONS TO BIDDERS

IB-01 DEFINITIONS

- A. **BIDDER** shall mean any Person who submits a Bid.
- B. **BID COVER PAGE** shall mean the general description of the required services, goods, equipment, or supplies, the contact information of the assigned Contract Negotiator or Specification Engineer in the Office of the Chief Procurement Officer, and shall include the date, time and place for both the submission of Bid Proposals and the opening of the Bid Proposals.
- C. **BID or BID PROPOSAL** shall mean a response to the Bid Notice containing all Bid Documents and any other documents or information the Bidder is required to provide.
- D. **BID DOCUMENTS** means the documents, specifications, forms and other information necessary and required for a Bid.
- E. **BID NOTICE** means the notice from the CPO regarding a Procurement which shall include: a general description of the Procurement; information necessary to obtain the Bid Documents; and the date, time and place for both the submission of Bids and the opening of the Bids.
- F. **CONTRACT** shall mean any written document to make Procurements by or on behalf of Cook County.
- G. **CONTRACT DOCUMENTS** shall mean collectively the Bid Cover Page, legal advertisement, Bid Notice, Bid Documents, Bid, Economic Disclosure Statement, MBE/WBE Utilization Plan and any other document required by the Chief Procurement Officer. The above documents shall be considered as one integrated document setting forth the obligations of the parties.
- H. **CONTRACTOR** shall mean the Person that enters into a Contract with the County.
- I. **COUNTY** shall mean the County of Cook, a body politic and corporate of the State of Illinois.
- J. **DIRECTOR** shall mean the person or persons authorized by the County to act in connection with this Contract. Such authorization shall not include any power to change the scope of the Contract or to obligate the County to pay additional sums beyond the amount of the Contract awarded by the Cook County Board of Commissioners or the Chief Procurement Officer.
- K. **CHIEF PROCUREMENT OFFICER or CPO** shall mean the Chief Procurement Officer of the County of Cook whose duties and responsibilities are more particularly described in the Cook County Procurement Code, Chapter 34, Article IV, Division I.
- L. **OCPO** shall mean the Office of the Chief Procurement Officer of Cook County.
- M. **PERSON** shall mean any individual, corporation, partnership, Joint Venture, trust association, Limited Liability Company, sole proprietorship or legal entity.
- N. **PROCUREMENT** shall mean obtaining supplies, equipment, goods or services of any kind.
- O. **SPECIFICATIONS** shall mean the description of the services, work, goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Contract Documents.
- P. **USING AGENCY** shall mean the departments or agencies within Cook County government including elected officials.

INSTRUCTIONS TO BIDDERS**IB-02 PREPARATION OF EDS AND EXECUTION DOCUMENT**

- A. The Bidder shall prepare one (1) copy of its Bid Proposal on the proposal forms within the Contract Documents and three (3) Economic Disclosure Statement and Execution Documents ("EDS"), all with original signatures. Unless otherwise stated, all blank spaces on the proposal forms shall be fully completed. Bidder bears all responsibility for error or omissions in the submission of the Bid Proposal. Bid Proposals and EDS which are not properly signed may be rejected.
- B. If the Bidder is a corporation, the President and Secretary must execute the EDS. In the event that this Bid Proposal is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws, resolution or other authorization by the Corporation, satisfactory to the County that permits the person to execute Bid Proposal for said corporation. If the corporation is not incorporated in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with the EDS.
- C. If the Bidder is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority, satisfactory to the County, must be submitted. If the Bidder is a joint venture, attach a copy of the joint venture agreement.
- D. If the Bidder is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Bidder is a manager-managed LLC, the manager(s) must execute the Bid Proposal. The Bidder must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with the EDS.
- E. If the Bidder is a Sole Proprietorship, the sole proprietor must execute the EDS.
- F. A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012) and documentation evidencing registration must be submitted with the EDS.

IB-03 SITE INSPECTION CERTIFICATE

The Bidder shall inspect the job-site to become familiar with the conditions related to the work or services and the requirements set forth in the Bid Documents. Failure of the Bidder to visit the Site shall not relieve or alter the Bidder's responsibility for completing the work or services as required by the Contract Documents.

When required as mandatory in the Contract Documents, the Bidder shall visit the job-site and shall carefully examine and become familiar with all conditions which may in any way affect the performance of the Contract and shall submit certification of such inspection along with the Bid Proposal. The dates and conditions of the site inspection are determined by the County. If the Contract Documents provide that inspection of the site is mandatory, a Bidder's failure to attend all of the required site inspections shall render the Bid Proposal non-responsive.

IB-04 BID DEPOSIT

When required in the Contract Documents, the Bid Proposal shall be accompanied by, cashier's check, certified check, bank draft or surety bond in the amount shown in the legal advertisement or as may be prescribed in these Contract Documents. A certified or cashier's check shall be drawn on a responsible bank doing business in the United States and shall be made payable to the order of the County of Cook. The surety issuing the bond must have a general rating of "A", and shall be a Class VII or higher in the financial size category as defined by Best Company Inc., Moody's Investor Services, Standard & Poor's Corporation or similar rating agency. The surety must be licensed by the State of Illinois Department of Insurance and be listed in the current U.S. Treasury Circular 570 when federal funds are being used. Failure to submit the bid deposit shall constitute a non-responsive Bid Proposal and such Bid Proposal shall be rejected.

INSTRUCTIONS TO BIDDERS**IB-04 BID DEPOSIT (con't.)**

The Bidder hereby agrees that the bid deposit shall be forfeited to the County as liquidated damages and not as penalty in the event Bidder fails to comply with IB-15 and IB-17, or otherwise fails or refuses to honor the Bid Proposal upon award of the Contract by the County.

The bid deposit of all bidders will be returned, with the exception of the apparent lowest responsive and responsible Bidder, after the County has awarded the Contract. The bid deposit of the lowest responsive and responsible Bidder will be returned after the Contract has been awarded and the Bidder has submitted all insurance documentation and the Performance and Payment Bond, as required by the Contract Documents.

IB-05 EXCEPTIONS AND ADDENDUM

The County will not provide oral answers to questions concerning Bid Documents before or subsequent to the award of a Contract. If an interpretation or clarification of the Bid Document is desired by the Bidder or if the Bidder intends to request a deviation to the Specifications, the Bidder shall submit questions or request for the deviation to the Specifications to the Chief Procurement Officer prior to the date for inquiries set forth in the Special Conditions. The Chief Procurement Officer will answer questions or requests for deviations to the Specifications by issuing an Addendum which shall be available to all Bidders submitting a Bid Proposal. If no Addendum is issued by the Chief Procurement Officer, then such deviation or exception to the Specification shall be deemed rejected. The Chief Procurement Officer shall reject any Bid containing deviations or exceptions to the Specifications not previously accepted through a written Addendum. Bidder shall acknowledge receipt of each Addendum issued in the space provided on the proposal form. The Bidder's failure to acknowledge in writing any issued addenda may result in the CPO finding the Bid non-responsive and rejecting the Bid. The OCPO shall not allow any Bidder to acknowledge any such addenda, in writing or orally, after the Bid Opening.

All written requests for clarifications, deviations or exceptions shall be addressed to the Specification Engineer or Contract Negotiator listed on the Bid Cover Page:

If the apparent lowest Bidder takes exceptions or deviations to the General Conditions, which are submitted with the Bid, the CPO shall reject the Bid as non-responsive in the event that the Chief Procurement Officer, in his or her sole opinion, determines such exceptions or deviations to be material.

IB-06 BIDDER REPRESENTATIONS AND WARRANTIES

The submission of a Bid shall constitute a representation and warranty that: (i) Bidder has carefully and thoroughly reviewed the Contract Documents and has found them complete and free from ambiguities and sufficient to describe the required goods, equipment, supplies or services; (ii) Bidder and all laborers, employees or subcontractors it intends to use in the performance of this Contract are skilled and experienced in the type of work or services called for by the Contract Documents; and (iii) neither the Bidder nor any of its employees, agents, suppliers or subcontractors have relied on any verbal representations from the County, or any of the County's employees, agents, or consultants, in preparing the Bid.

IB-07 SUBMISSION OF BID PROPOSALS

All Bidders shall submit the bound copy of the Bid in a sealed envelope and shall cause the Bid to be delivered to The Office of the Chief Procurement Officer, Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the Bid Opening as shown in the Bid. The sealed envelope submitted by the Bidder shall have the Bid label, set forth herein, or shall have the following information on the face of the envelope: Bidder's name, address, subject matter of Bid, Bid or Contract number, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the Contract Documents.

IB-08 BID PROPOSALS TO CONFORM TO BID DOCUMENTS

The County will not entertain or consider any Bids: (i) received after the exact time specified in the Bid; (ii) not accompanied by the required bid deposit; or (iii) in any other way failing to comply fully with the conditions stated in the Bid.

INSTRUCTIONS TO BIDDERS**IB-09 COMPETENCY OF BIDDER**

No Contract shall be awarded to a Bidder that is in arrears or is in default to the County upon any debt or Contract, or that is a defaulter, as surety or otherwise upon any obligation to said County, or has failed to perform faithfully any previous contract with the County.

IB-10 LOCAL BUSINESS PREFERENCE

The Chief Procurement Officer shall, for all Procurements funded solely with County dollars by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the Bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than five percent (5%).

"Local business" shall mean a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

IB-11 RE-ENTRY EMPLOYMENT EARNED CREDITS

In accordance with Section 34-231 through Section 34-235 of the Cook County Procurement Code, for all Public Works Contracts, with an estimated Bid Price of \$100,000 or more, the Bidder shall be permitted but is not required, to submit an employment plan of Former Offenders with its Bid Proposal in order to receive an earned credit for future Public Works Contracts. The Employment Plan shall be approved by the CPO and, if required, the Cook County Re-entry Employment Committee. Upon the completion of a qualifying contract and the Bidder presenting satisfactory information and documentation to the CPO, the CPO shall provide the Bidder with an Earned Credit Certificate, which shall be valid for three years from the date of issuance. The Bidder shall receive an earned credit of ½% of the Bid Price for future Public Works Contracts, if 5-10% of the percentage of Total Labor Hours are performed by Former Offenders, and an earned credit of 1% of the Bid Price for future Public Works Contracts, if the more than 10% of the percentage of Total Labor Hours are performed by Former Offenders. For purposes of this provision, "Former Offenders" shall mean adults who are residents of the County and who have been convicted of a crime. "Labor hours" shall mean the total hours of workers receiving an hourly Wage who are directly employed at the work site. It shall include hours performed by workers employed by the contractor and all subcontractors working at the site. "Labor hours" shall not include hours worked by nonworking former, superintendents, owners and workers who are not subject to prevailing wage requirements.

IB-12 ELIGIBLE VETERANS BID PREFERENCE FOR PUBLIC WORKS CONTRACT

In accordance with Section 34-236 (a) of the Cook County Procurement Code, for all Public Works Contracts, the CPO shall give a preference of one percent of the amount of the Contract to a Responsible and Responsive Bidder for a Public Works Contract when such Bidder has committed by affidavit to utilize Eligible Veterans for at least five percent of the hours worked under such Contract. Failure to utilize Eligible Veterans in accordance with the affidavit will result in breach of Contract.

IB-13 ELIGIBLE BID PREFERENCE FOR VBEs and SDVBEs

In accordance with Section 34-236 (b) of the Cook County Procurement Code, the CPO shall give a preference of five percent of the amount of the Contract to a Responsible and Responsive Veteran owned Business Enterprises ("VBEs") or Service Disabled Veteran owned Business Enterprises ("SDVBE") certified by the Contract Compliance Director ("CCD"), or by any other entity approved by the CCD.

INSTRUCTIONS TO BIDDERS**IB-14 PUBLIC WORKS**

For all Public Works Projects, the Bidder shall comply with Section 34-190 of the Cook County Procurement Code, which requires that Public Works Contracts having an estimated contract price of \$100,000 or more, where not otherwise prohibited by Federal or State law, shall have at least 50 percent of the total hours worked on the site by employees of the Contractor and subcontractors shall be performed by residents of the County.

All Bid Proposals for Public Works Construction shall be evaluated to determine, whether the Bidder is responsible, in accordance with Section 34-145 of the Cook County Procurement Code. In accordance with Section 34-145 the CPO shall determine whether the Bidder: (i) is authorized to do business in Illinois and the County; (ii) has, as applicable, a Federal Employer Identification Number or Social Security; (iii) meets any applicable insurance requirements in the Bid Document; (iv) has certified that it is in compliance with all provisions of the Illinois Prevailing Wage Act, and State and Federal equal employment opportunity laws; (v) has certified that it participates in active apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the awarded Contract; (vi) contractually requires any subcontractor to participate in active apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the awarded Contract; and (vii) has agreed to provide Certified payrolls as specified in the Illinois Prevailing Wage Act.

IB-15 CONSIDERATION OF BID PROPOSALS

The County reserves the right to reject or accept any or all Bid Proposals, to extend the bidding period, to waive technicalities in the Bid and/or to withdraw or cancel the Bid or to issue a new Bid, i.e., "rebid" prior to award of the Contract.

After Bid Proposals are opened and read aloud, they will be evaluated based on the price, conformance with Specifications, the responsibility of the various Bidders taking into consideration factors including, but not limited to, those noted in IB-09, IB-10 and responsiveness to the County's Minority and Female Owned Business Ordinance.

The Chief Procurement Officer reserves the right to make corrections, after receiving the Bids, to any clerical error apparent on the face of the Bid, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic errors. In the event that comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line items reveals a calculation error, the Unit Price will prevail.

The Chief Procurement Officer reserves the right to reject any Bid that, in his or her discretion and authority is deemed materially unbalanced.

IB-16 WITHDRAWAL OF BID PROPOSALS

Bidders may withdraw their Bid Proposals at any time prior to the time specified in the Bid as the date and hour set for the Bid Opening. However, no Bidder shall withdraw, cancel or modify its Bid Proposal for a period of ninety (90) calendar days after said advertised Bid Opening.

IB-17 NOTICE OF AWARD

The Chief Procurement Officer shall notify the successful Bidder, in writing, of award of the Contract by the County within ninety (90) days from the Bid Opening date. Upon receipt of the Notice of Award, the Contractor shall promptly secure, execute and deliver to the Chief Procurement Officer any documents required herein.

INSTRUCTIONS TO BIDDERS**IB-18 BID DISPUTES**

Section 34-136 of the Cook County Procurement Code permits Bidders to file protests. Any Bidder who reasonably believes that the recommended Bidder is not the lowest Responsive and Responsible Bidder, or has a complaint about the bid process, may submit a bid protest, in writing, and directed to the CPO, within three business days after the date upon which the CPO posts the recommended Bid for award or execution on the County's website. The bid protest must specify why the protester believes the recommended Bidder is not the lowest Responsive and Responsible Bidder, or why the protester believes the bid procedure was unfair, including a statement of how the alleged unfairness prejudiced the protesting Bidder and the action requested of the CPO. A bid protest based on an issue which could have been clarified through a request for clarification or information pursuant to Section 34-136(d), and IB-05, Communications with the County regarding competitive bidding process, will not be considered if the protesting Bidder failed to make such request. When a bid protest has been submitted, no further action shall be taken on the Procurement until the CPO makes a decision concerning the bid protest, unless the Using Agency responds in writing and sufficiently demonstrates that (i) the item to be procured is urgently required and (ii) failure to make the award promptly will unduly delay delivery or performance or cause other undue harm.

The CPO shall issue a written decision on the bid protest to the protesting Bidder and to any other Bidder affected by such decision as soon as reasonably practicable. If the bid protest is upheld based on a lack of fairness in the bid procedure, the CPO shall re-bid the procurement. If the CPO determines that the recommended Bidder was not Responsive and Responsible, that Bidder shall be disqualified and the CPO may either recommend the lowest Responsive and Responsible Bidder or re-bid. Any CPO decision concerning bid protests shall be final.

IB-19 PERFORMANCE AND PAYMENT BOND

When required in Bid Documents, the successful Bidder shall furnish a Performance and Payment Bond in the full amount of the Contract on the County Form, a specimen of which shall be provided. The Surety issuing the Performance and Payment Bond must have a general rating of "A" and shall be a Class VII or higher in the financial size category as defined by Best's Key Rating Guide-Property and Casualty, or have such ratings as specified in the Contract Documents.

In the event that the Bidder fails to furnish the Performance and Payment Bond within fourteen (14) calendar days after service of the Notice of Award, the County may elect to retain Bidder's bid deposit as liquidated damages and not as a penalty and reject the Bid. The parties agree that the sum of the bid deposit is a fair estimate of the amount of damages that the County will sustain due to the Bidder's failure to furnish the Performance and Payment Bond and the termination of the Contract.

IB-20 PRICES FIRM

All prices quoted in the Bid Proposal shall be firm and will not be subject to increase during the term of the Contract, except as otherwise provided in these Contract Documents.

IB-21 CASH BILLING DISCOUNTS

Cash billing or percentage discounts for payment will not be considered in evaluating Bid Proposals.

IB-22 CATALOGS

Each Bidder shall submit in TRIPLICATE, where necessary or when requested catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointment and finishes not covered in the Specifications but necessary to fully describe the goods, equipment, supplies or services.

IB-23 AUTHORIZED DEALER/DISTRIBUTOR

For goods, equipment and supplies, the Bidder must be one of the following: (i) the manufacturer; (ii) an authorized dealer/distributor; or (iii) able to promptly secure the necessary genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (O.E.M.), along with any necessary schematics or drawings to fulfill the contractual obligations. With respect to the purchase of vehicles, or services related to vehicles, the Specifications or Special Conditions may require that the Bidder be an authorized dealership of the manufacturer. The Bidder must be able to furnish original product warranty and manufacturer's related services such as product information, product re-call notices, etc. Proof of ability to transfer product warranty to the County is to be submitted with the Bid Proposal.

INSTRUCTIONS TO BIDDERS**IB-24 TRADE NAMES**

In cases where an item is identified by a manufacturer's name, brand name, trade name, catalog number, or reference, it is understood that the Bidder proposes to furnish the item identified and does not propose to furnish an alternate but equivalent item, unless the Bidder has proposed and the County has accepted the alternate but equivalent item.

Unless the Bid states that no substitute shall be allowed, the reference to a manufacturer's name, brand name, trade name, catalog number, or reference is intended to be descriptive and not restrictive and to indicate to prospective Bidders articles that shall be satisfactory. Bid Proposals for other manufacturer names, brand names, trade names, catalog numbers or references shall be considered, provided each Bidder states on the face of the Bid Proposal what alternate, but equivalent items are being proposed.

If the Bidder proposes alternate, but equivalent, items, the Bidder must provide the following: (i) product identification, including manufacturer's name and address; (ii) manufacturer's literature identifying the product description, reference standards and performance and test data; (iii) samples, as applicable; and (iv) itemized comparisons of the proposed alternate items listing significant variations. If a Bidder proposes alternate items, it warrants and represents that in making a formal request for substitution that: (i) the proposed alternate item is equivalent to or superior in all respects to the item specified in the Bid; and (ii) that the same warranties and guarantees will be provided for the proposed alternate items as those specified in the Bid. The CPO may, in his or her sole discretion accept an alternate item for a specified item, provided the alternate items so bid is, in the CPO's sole opinion the equivalent of the item specified in the Bid. An alternate item that the CPO determines not to be equivalent to the specified item shall render the bid non-responsive and the CPO shall reject the Bid.

IB-25 SAMPLES

Bidders may be asked upon request of the Chief Procurement Officer, including subsequent to the Bid Opening, to furnish and deliver a representative sample sufficient to effectively evaluate each item listed in the Bid Proposal. All samples must be delivered F.O.B. DESTINATION, FREIGHT PREPAID to an identified delivery location within five (5) business days of the request. Samples submitted must be identical to those specified in the Bid Proposal. Submission of other than the samples reflected in the Bid Proposal or failure to furnish samples within the required time period shall be cause for rejection of the Bid Proposal. All samples are subject to mutilation and will not be returned. Bidders shall bear the cost of any samples and shipping or delivery costs related thereto.

IB-26 NOTICES

All communications and notices between the County and Bidders regarding the Bid Documents shall be in writing and hand delivered or delivered via first class United States mail, postage prepaid, or via e-mail. Notices to the Bidders shall be addressed to the name and address provided by the Bidders; notices to the Chief Procurement Officer shall be addressed to Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602.

IB-27 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

This is a competitive Bid of Cook County government subject to laws and ordinances governing public bids and contracts. The Bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner effect the preparation of the Bid Proposal or the performance of the Contract. If the Bidder observes that any of the Bid Documents are at variance with any laws, ordinances, regulations or codes, it shall promptly notify the Chief Procurement Officer in writing and if necessary an addendum shall be issued by the Chief Procurement Officer.

IB-28 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

INSTRUCTIONS TO BIDDERS**IB- 29 CREDIT CARD PAYMENTS**

The County has implemented a Prompt Payment Program (the "E-Payables Program"). Bidders who voluntarily participate in the Program will receive prompt payments via the County's Visa Purchasing Card. In order to participate in the Program, Bidders must submit the E=Payables Enrollment Form to the Cook County Comptroller's Office. A description of the Program is attached for informational purposes. Notwithstanding the foregoing, the County has no duty or obligation to process prompt payments to Bidders. The County reserves its right to discontinue the Program at any time. The County will not provide a bid incentive or preference to Bidders who participate in the Program.

IB-30 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE ORDINANCE

Cook County has adopted the Minority and Women Owned Business Enterprise Ordinance (the "Ordinance"). The Ordinance establishes annual participation goals for Minority and Women Owned Business Enterprises. The requirements of the Ordinance, as well as the documents the Bidder must submit are set forth in GC-19. The Bidder's failure to submit the MBE/WBE Utilization Plan, as more fully described in GC-19 shall render the Bid non-responsive.

IB-31 COOK COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

Cook County has adopted the Cook County Recycled Product Procurement Policy. In accordance with the Policy, Cook County encourages the use of recycled paper and paper products, whenever practicable. The Bidder shall use recycled paper, except where the specialized nature of certain materials (such as photographs) requires otherwise, and all documents shall be printed two-sided unless two-sided printing is not practicable.

IB-32 ESTIMATED QUANTITIES

Unless expressly stated in the Specifications, Special Conditions, or Proposal page(s) any quantities stated in this Bid represent estimated usage and as such are for bid canvassing purposes only. The County reserves the right to increase or decrease quantities ordered. Nothing herein will be construed as an intent or obligation on the part of the County to purchase any goods, equipment, supplies or services beyond those determined by the County to be necessary to meet its needs.

END OF SECTION

**GENERAL CONDITIONS
BID CONTRACTS
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GENERAL CONDITIONS**GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Chief Procurement Officer ("Chief Procurement Officer"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). All such persons shall be subject to the prior approval of the County. The Contractor will only subcontract with competent and responsible Subcontractors. The Chief Procurement Officer may require in his or her sole discretion, that the Contractor provide copies of all contracts with subcontractors.

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

GC-02 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-03 INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect and approve any Contract goods, equipment, supplies or services used in carrying out this Contract and shall approve the quality and standards of all materials or completed work furnished under this Contract. Contract goods, equipment, supplies or services not complying herewith may be rejected by the Chief Procurement Officer and/or the Director and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract goods, equipment or supplies rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Contract goods, equipment or supplies have been rejected.

GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

GENERAL CONDITIONS**GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS (con't.)**

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Contract, the Contractor must make payment to its subcontractors within 15 days after receipt of payment from the County, provided that such subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a subcontractor when the subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a subcontractor exercising legal or contractual rights.

GC-05 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any goods, equipment, supplies or services to be provided pursuant to this Contract, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for such goods, equipment, supplies or services not actually provided as a result of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-06 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

GC-07 PRICE REDUCTION

If at any time after the Contract award, Contractor makes a general price reduction in the price of any goods, equipment, supplies or services covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall be applied to this Contract for the term of the Contract. Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

GC-08 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases from its financial incentives, discounts, value points or other benefits based on the purchase of the goods, equipment, supplies or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Contractor shall report any such credits to the Chief Procurement Officer.

GC-09 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Director. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GENERAL CONDITIONS**GC-10 CONTRACT AMENDMENTS**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to the Contract. Any modifications or amendments to the Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for amendments which are made in accordance with this GC-10 Modifications and Amendments, no Using Agency or employee thereof has authority to make any modification or amendment to the Contract.

GC-11 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under the Contract within the specified time;
2. Failure to perform under the Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of the Contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of the Contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of the Contract.

County shall be in default hereunder if any material breach of the Contract by the County occurs which is not cured by the County within forty-five (45) days after written notice of breach has been given by Contractor to the County, setting forth the nature of such breach.

GC-12 COUNTY'S REMEDIES

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate the Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

GENERAL CONDITIONS**GC-13 CONTRACTOR'S REMEDIES**

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-11, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners or the Chief Procurement Officer.

GC-14 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever related to the performance of the Contract.

GC-15 INSURANCE REQUIREMENTS**Insurance Requirements of the Contractor**

Prior to the effective date of this Contract, Contractor, at its cost, shall secure and maintain at all times until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
 - \$500,000 each Accident
 - \$500,000 each Employee
 - \$500,000 Policy Limit for Disease

(b) **Commercial General Liability/Garage Liability Insurance**

The Commercial General/Garage Liability shall be on an occurrence form basis to cover bodily injury, personal injury and property damage.

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Completed Operations Aggregate	\$ 2,000,000

GENERAL CONDITIONS**GC-15 INSURANCE REQUIREMENTS (cont.)**

The policy shall include the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance/Garage Liability Insurance**

Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Garagekeeper's Legal Liability**

Contractor shall secure Garagekeeper's Liability insurance for loss or damage to County vehicles while in the care, custody and control of Contractor.

(e) **Excess Liability**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence: \$1,000,000

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of Workers Compensation shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

GENERAL CONDITIONS**GC-15 INSURANCE REQUIREMENTS (cont.)**

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(d) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

GC-16 PATENTS, COPYRIGHTS AND LICENSES

Contractor agrees to hold harmless and indemnify the County, its officials, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or to modify the system or its component parts so that it becomes non-infringing while performing in a substantially similar manner to the original system, meeting the Specifications of this Contract.

GC-17 COMPLIANCE WITH LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certifications, Affidavits or EDS attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required in order to perform this Contract.

GC-18 DELIVERY

All Contract goods, equipment or supplies shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at delivery locations.

The quantity of Contract goods, equipment or supplies based on weight that are delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weight at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GENERAL CONDITIONS**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES****COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300****I. POLICY AND GOALS**

1. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

2. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for each Contract are stated in the Special Conditions.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
3. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
4. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a contractor, subcontractor or supplier.
5. Unless specifically waived in the Bid or Proposal Documents, this General Condition, GC-19; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this GC-19 and the Ordinance or the policies and procedures, the Ordinance shall control.
6. A Contractor's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **GC-**

GENERAL CONDITIONS**19 MINORITY AND WOMEN BUSINESS ENTERPRISES****COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)**

Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

1. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subcontractors, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

1. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

GENERAL CONDITIONS**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES****COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)****B. Petition for Reduction/Waiver**

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS**A. Granting or Denying a Reduction/Waiver Request.**

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the
4. Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
5. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

- A. A Contractor, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.
- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Contractor to award the work to a Person that is not certified as an MBE or WBE.

GENERAL CONDITIONS**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES****COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)****V. NON-COMPLIANCE**

If the CCD determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this GC-19, the Contract Compliance Director shall notify the Contractor of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Contractor shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Contractor shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime contractor.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to contractor and subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director
Cook County
118 North Clark Street, Room 1020
Chicago, Illinois 60602
(312) 603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure to Employees Act", Illinois Compiled Statutes, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract goods, equipment or supplies a Material Data Safety Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance, Section 2-621 et al., Cook County Code. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

GC-22 ACCIDENT REPORTS

The Chief Procurement Officer and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to the performance of this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police of any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report.

GENERAL CONDITIONS**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES****COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)****GC-23 USE OF PREMISES**

Contractor shall confer with the Director to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall comply therewith. The Contractor shall confine the operations of its employees to the limits indicated by laws, ordinances, permits and/or direction of the Director and shall not encumber the premises with materials or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its structural integrity.

The County reserves the right to prohibit any person from entering any County facility for any reason. All subcontractors, agents and employees of the Contractor shall be accountable to the Director while on any County property and shall abide by all security regulations imposed by the County.

GC-24 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

Chief Procurement Officer
County of Cook
Room 1018 County Building
118 North Clark Street
Chicago, Illinois 60602
(Reference County Contract Number)

TO THE CONTRACTOR:

At address provided in its bid document or as otherwise indicated in writing to County.

GC-25 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. The Contractor shall not invoice the County for any goods, equipment, supplies or services provided after the effective date of termination.

GC-26 GUARANTEES AND WARRANTIES

Unless otherwise stated herein, all guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final payment on the Contract is issued. The Contractor agrees that the Contract goods, equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract goods, equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

GENERAL CONDITIONS**GC-27 STANDARD OF CONTRACT GOODS, EQUIPMENT OR SUPPLIES**

Only new, originally manufactured Contract goods, equipment or supplies will be accepted by the County. The County will not accept any Contract goods, equipment or supplies that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Contract goods, equipment or supplies not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal, will be considered experimental.

GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance of the Contract. Contractor shall comply with the applicable privacy laws and regulations affecting the County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of this Contract shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use, any documents, data, studies, report, work product or product obtained from the County of Cook or created hereby for its own purposes or to be copied and used by any third party. During the performance of the services herein provided for, the Contractor shall be responsible of any loss or damage to the County's documents while they are in the Contractor's possession, and any such document lost or damaged shall be restored at the expense of the Contractor.

GC-29 QUANTITIES

The quantities of materials required for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the Contract price, to correspond to the actual needs of the County. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

GENERAL CONDITIONS**GC-31 GOVERNING LAW**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-32 COOPERATION WITH INSPECTOR GENERAL

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

GC-33 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified term or provision.

GC-34 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-35 FORCE MAJEURE

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-36 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods, supplies, equipment or services under this Contract. In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

GC-37 COMPARABLE GOVERNMENT PROCUREMENT

As permitted by the County of Cook, other government entities, if authorized by law, may wish to also purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

GC-38 FEDERAL CLAUSES

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)

- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
 - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

GENERAL CONDITIONS**GC-38 FEDERAL CLAUSES (con't.)**

- (b) **Air Quality.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) **List of Violating Facilities.** The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
- (e) **Preference for Recycled Products.** To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. **No Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. **Cargo Preference - Use of United States Flag Vessels**

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. **Fly America**

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

GENERAL CONDITIONS**GC-38 FEDERAL CLAUSES (con't.)****10. No Federal Government Obligations to Third Parties**

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance

with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

GENERAL CONDITIONS**GC-38 FEDERAL CLAUSES (con't.)****13. Contract Work Hours and Safety Standards Act**

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction,

review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

GENERAL CONDITIONS**GC-38 FEDERAL CLAUSES (con't.)**20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

GC-39 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Special Conditions
3. Specification.
4. General Conditions.
5. Instruction to Bidders.
6. Legal Advertisement.
7. Bid Proposal.

END OF SECTION

SPECIAL CONDITIONS**SC-01 SCOPE**

The Bidder shall provide Automobile Maintenance and Repair Services for Zones 1-10 for the Cook County Sheriff's Office, all in accordance with the Contract Documents, Specifications and Proposal herein.

SC-02 CONTRACT PERIOD

This contract is effective from December 1, 2017 through November 30, 2020, with two (2), one (1) year renewal options effective after award by the Board of Commissioners and after proper execution of the Contract Documents.

The contract will consist of a firm price for the three (3) year initial term. For each renewal option, the Vendor may request a price increase at least six (6) months before the current contract term expires. Requests for price increases will not be accepted if they are not received at least six (6) months before the current contract term expires. Price increases are not to exceed 3% (three percent) and must include Vendor's justification for the increase and supporting documentation for the Chief Procurement Officer's consideration. Price increases shall be effective via a fully-executed amendment.

SC-03 AWARD OF CONTRACT

The Contract shall be awarded to the lowest, responsible and responsive Bidder in each Zone whose bid meets the requirements and criteria set forth in the Bid Documents. All items, unless otherwise stated, will be assumed to meet all specifications and requirements as set forth in the Bid Documents. Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be declared non-responsive and rejected. The County shall be sole determinant of the relevant and appropriate cost factors used in evaluating any Base, Options and/or Alternate bids. Bidders must quote all lines in each Zone for which they are bidding. It is the intent of the County to award this bid by Zone. If a vendor is awarded a contract for more than one Zone, Cook County reserves the right to combine all Zones under one contract.

SC-04 MBE/WBE REQUIREMENTS FOR THIS CONTRACT

The Bidder shall have a subcontracting goal of not less than twenty-five (25%) percent MBE and ten (10%) percent WBE of the awarded contract price for work to be performed.

The Bidder must comply with the County's MBE/WBE participation requirements. The County has issued MBE/WBE goals for this Bid. The Bidder shall submit with its Proposal, an MBE/WBE Utilization Plan indicating how it proposes to meet these goals. If the Bidder has not met the goals or made good faith efforts to meet the goals, the Bidder's response will be deemed nonresponsive and will not be considered for award.

Certified MBE/WBE Bidders may count their own participation, however, a female firm certified as M/WBE or W/MBE may be counted towards the MBE or WBE goal, but not both. (Designations cannot be changed after submission of the compliance plan.)

Unless otherwise specified in the Bid Documents, for purposes of this contract, the contract amount is the total bid amount that has been entered on the Proposal Page of the Bid Documents.

SC-05 INQUIRIES

A copy of any written request for interpretation of documents shall be provided to the Office of the Chief Procurement Officer at the address set forth below. Inquiries about the interpretation of the Specifications must be made only in writing and shall be directed to the Chief Procurement Officer. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Chief Procurement Officer. (Reference Instructions to Bidders, Section IB-05 "Exceptions and Addendum", Page IB-3). **Inquiries must be received no later than 12:00 p.m. on July 5, 2017.** During the bid process, all inquiries must be directed, in writing, only to the Office of the Cook County Chief Procurement Officer as follows:

Shannon E. Andrews, Cook County Chief Procurement Officer
c/o Jorge Robles
118 N. Clark Street, Room 1018
Chicago, IL 60602

Contact Info: Jorge Robles: (312) 603-6998, Email: Jorge.Robles@cookcountyil.gov

SPECIAL CONDITIONS**SC-06 BOUNDARIES FOR ZONES**

The boundaries for each Zone have been outline below. Vendor's repair shop facility must be within the boundaries of the Zone(s) for which they are bidding. Bidders must indicate the Zone(s) for which they are submitting a bid and the location of their repair shop facility on the tab labeled "Zones" on Attachment A, Quantity and Price Spreadsheets.

ZONE #	BORDERS	DESCRIPTION
1 (one)	NORTH END	SOUTHSIDE OF COOK COUNTY BORDER
	SOUTH END	NORTHSIDE OF COOK COUNTY BORDER
	EAST END	WESTSIDE OF ARLINGTON HEIGHTS ROAD
	WEST END	EASTSIDE OF COOK COUNTY BORDER
2 (two)	NORTH END	SOUTHSIDE OF COOK COUNTY BORDER
	SOUTH END	NORTHSIDE OF CENTRAL ROAD
	EAST END	WESTSIDE OF THE COOK COUNTY BORDER
	WEST END	EASTSIDE OF ARLINGTON HEIGHTS ROAD
3 (three)	NORTH END	SOUTHSIDE OF CENTRAL ROAD
	SOUTH END	NORTHSIDE OF ADDISON STREET
	EAST END	WESTSIDE OF THE COOK COUNTY BORDER
	WEST END	EASTSIDE OF ARLINGTON HEIGHTS ROAD / COOK COUNTY BORDER
4 (four)	NORTH END	SOUTHSIDE OF ADDISON STREET
	SOUTH END	NORTHSIDE OF THE EISENHOWER EXPRESSWAY
	EAST END	WESTSIDE OF THE COOK COUNTY BORDER
	WEST END	EASTSIDE OF THE COOK COUNTY BORDER
5 (five)	NORTH END	SOUTHSIDE OF THE EISENHOWER EXPRESSWAY
	SOUTH END	NORTHSIDE OF 79TH STREET
	EAST END	WESTSIDE OF CICERO AVE
	WEST END	EASTSIDE OF THE COOK COUNTY BORDER
6 (six)	NORTH END	SOUTHSIDE OF THE EISENHOWER EXPRESSWAY
	SOUTH END	NORTHSIDE OF 79TH STREET
	EAST END	WESTSIDE OF THE COOK COUNTY BORDER
	WEST END	EASTSIDE OF CICERO AVE
7 (seven)	NORTH END	SOUTHSIDE OF 79TH STREET
	SOUTH END	NORTHSIDE OF 127TH STREET
	EAST END	WESTSIDE OF CICERO
	WEST END	EASTSIDE OF THE COOK COUNTY BORDER
8 (eight)	NORTH END	SOUTHSIDE OF 79TH STREET
	SOUTH END	NORTHSIDE OF 127TH STREET
	EAST END	WESTSIDE OF THE COOK COUNTY BORDER
	WEST END	EASTSIDE OF CICERO
9 (nine)	NORTH END	SOUTHSIDE OF 127TH STREET
	SOUTH END	NORTHSIDE OF 179TH STREET
	EAST END	WESTSIDE OF THE COOK COUNTY BORDER
	WEST END	EASTSIDE OF THE COOK COUNTY BORDER
10 (ten)	NORTH END	SOUTHSIDE OF 179TH STREET
	SOUTH END	NORTHSIDE OF THE COOK COUNTY BORDER
	EAST END	COOK COUNTY BORDER
	WEST END	EASTSIDE OF THE COOK COUNTY BORDER

SC-07 REPAIR SHOP FACILITIES

The Vendor shall operate a fully-equipped repair shop facility within the Zone(s) for which the Vendor is bidding and employ certified, trained personnel who are authorized to perform maintenance and/or repairs on the vehicles described herein. Upon request, the Vendor shall open its repair shop facility for inspection by Cook County representatives.

SC-08 NOTIFICATION

Do not begin performance on the Contract until notified by the Using Agency.

SPECIFICATIONS

The Cook County Sheriff's Office seeks Automobile Maintenance and Repair Services for Zones 1-10 for the vehicles listed below. Cook County reserves the right to add additional vehicles via a fully-executed amendment and after the County has received and approved the vendor's quote to maintain and repair the additional vehicles.

Group A:	Ford Crown Victoria, V8 4.6l Engine
Group B:	Chevrolet Impalas V6, 3.8l, 3.5l, or 3.9l Engine
Group C:	Ford E150 4.6l Van
Group D:	Ford E250 and E350 5.4l Van
Group E:	Ford F150 5.4l Pick-Up Truck
Group F:	Ford F250 5.4l Pick-Up Truck
Group G:	Ford F350 5.4l Pick-Up Truck
Group H:	Ford Taurus Police Interceptor Sedans V6, 3.5l
Group I:	Ford Fusion Hybrid Sedans 2.5L

A. REPAIR REQUIREMENTS:

1. The vendor **MUST GUARANTEE PRIORITY SCHEDULING AND SERVICE** of Cook County vehicles in need of repair. Repairs should be completed within 48 hours of receipt of vehicle.
2. The vendor must allow free access to the vehicle(s) during repair by a Cook County Sheriff's Office representative who can at any time check on work performed.
3. The vendor must have sufficient inventory of repair parts and maintenance supplies to prevent Cook County Vehicles from being out-of-service for more than 48 hours. Cook County will not pay nor be charged premium pricing for any part due to inadequate vendor inventory.
4. The vendor must obtain prior approval from the Cook County Sheriff's Office prior to the sublet or outsourcing of any work and/or labor, utilization of the services of an authorized dealer (i.e. Ford, General Motors) or independent vendor.
5. Parts used to repair Cook County vehicles must be Original Equipment Manufacturer (OEM) parts which are designated as parts manufactured by or for a major automobile manufacturer and packaged in copyrighted packaging. Parts in simulated packaging are unacceptable. OEM aftermarket parts are acceptable for use in Cook County vehicles. Vendor must contact the Cook County Sheriff's Office- Vehicle Services Department prior to utilizing any non-OEM part. Aftermarket parts from manufacturers who manufacture for OEM vehicles, in aftermarket branded, copyrighted packaging are acceptable. Non Branded generic parts without such agreements are not acceptable.
6. The vendor must, upon request, tag and hold any parts removed for repair for inspection by the Cook County Sheriff's Office. The Cook County Sheriff's Office may remove such parts from the vendor's facility for further examination.
7. The vendor must have sufficient shop capacity to repair Cook County vehicles covered in this contract, up to and including a minimum of four (4) bays, mechanical car hoists, updated electronic equipment and scanners, refrigerant recovery, and transmission recovery systems.
8. The vendor must have Cook County vehicles available for pick-up from 8:00 a.m. to 5:00 p.m., Monday through Friday, and 9:00 a.m. to 1:00 p.m. on Saturday, except in the event of a nationally recognized holiday.
9. It is understood and agreed by and between the parties hereto that the initial acceptance and inspection of any Cook County vehicle will not be considered a waiver of any provision of specifications and will not relieve the Vendor of its obligation to provide satisfactory repair services that conform to the specifications herein.

SPECIFICATIONS

10. The vendor agrees to perform repairs to restore damaged Cook County vehicles to its pre-loss condition, relative to safety, function and appearance. Furthermore, the vendor also agrees to warrant the workmanship for a period of not less than ninety (90) days or 4,000 miles (whichever is greater) in all cases.
11. The vendor agrees to perform all repairs according to the itemized repair estimate. Should any deviation from the estimate be necessary, the vendor shall notify Cook County Sheriff's Office immediately. Estimates should include the following:
 - Name and phone number of Vendor
 - Cook County Vehicle Number
 - Detailed description of the problem and necessary repairs needed
 - Parts cost breakdown
 - Labor cost breakdown
 - Estimated time required to complete repairs
 - Anticipated completion date
12. In the event that the vehicle is irreparable, the vendor will provide a written explanation of the problems and the Cook County Sheriff's Office will take necessary action with regard to the disposition of the vehicle.

B. VENDOR RESPONSIBILITY REQUIREMENTS:

1. The vendor must provide security for all vehicles in a lighted, enclosed area in a manner that will preclude their exposure to any incidents of theft, vandalism, conversion, etc.
2. The vendor must be insured to provide for the loss, damage, conversion of Cook County vehicles.
3. The vendor agrees to follow ethical and professional practices in its business dealings with Cook County employees.
4. The vendor must provide and put on the vehicle an "OUT OF SERVICE" (or like notice) cover on the vehicle when a Cook County vehicle is driven on a public roadway.
5. Vendor must ensure that its employees who service Cook County vehicles have a current Automotive Service Excellence (ASE) certification.

C. INVOICING REQUIREMENTS:

1. The vendor must contact the Cook County Vehicle Services Office and obtain a Vehicle Service's **AUTHORIZATION NUMBER PRIOR TO STARTING REPAIRS ON ANY VEHICLE.** Cook County will NOT pay for any repairs performed unless an authorization number is given. The vendor must contact Cook County Sheriff's Office and be ready to supply the following information: Vehicle number, license plate number, repair(s) requested and total cost is to repair vehicle which shall be broken down in parts and labor. The authorization number must be included on the invoice.
2. The vendor must indicate their labor cost, per hour, for each repair and must place a written word description of each repair part in addition to the **manufacturer's part number** on the invoice.
3. The vendor must include all charges for "shop and miscellaneous materials" such as towels and disposal of rags in its bid amount for contracted items. The vendor shall not invoice for any charges outside of what is indicated on the Quantity and Price Spreadsheets (Attachment A).

SPECIFICATIONS

4. The vendor must not bill tow charges unless so authorized by the Cook County Sheriff's Office. The vendor is expected to accept and pay for all tow charges that are the result of a condition covered by the warranty provisions of the manufacturer or vendor warranted/guaranteed service repair(s). In the event that a tow is needed by Cook County, the tow will be covered by the Vendor.
5. The vendor must submit all invoicing per Cook County Using Department and the Cook County Chief Procurement Officer requirements. All invoices must have an invoice number, the Sheriff issued authorization number, invoice date, and vehicle unit number. **Invoices must be submitted via email to ccso.vsinvoice@cookcountyil.gov.**
6. The vendor will invoice the Cook County Sheriff's Office when repairs are completed.
7. Contract prices for each item must include parts and labor except where noted.
8. All charges must reflect the time as allowed by the current Mitchell Time/Labor Manual.

D. MAINTENANCE SERVICES FOR VEHICLE GROUPS A-G:

- Group A: Ford Crown Victoria, V8 4.6l Engine
- Group B: Chevrolet Impalas V6, 3.8l, 3.5l, or 3.9l Engine
- Group C: Ford E150 4.6l Van
- Group D: Ford E250 and E350 5.4l Van
- Group E: Ford F150 5.4l Pick-Up Truck
- Group F: Ford F250 5.4l Pick-Up Truck
- Group G: Ford F350 5.4L Pick-Up Truck

Item No. 1: Transmission Service

1. Change the fluid
2. Change the pan gasket
3. Clean the pan
4. Change the filter
5. Adjust and lubricate the linkage
6. Adjust the bands (if applicable)
7. Inspect valve body
8. Inspect vacuum and vent hoses
9. Drain converter (if applicable)

Note: The use of any additives to the transmission fluid is strictly prohibited.

Item No. 2: Front Brake Disc Repair

1. Replace four (2 per side) front disc pads, with OEM parts
2. Repack wheel bearings
3. Resurface both rotors not to be machined under the manufacturer's minimum safety thickness
4. Clean and lubricate calipers for proper operation
5. Replace all front disk hardware
6. Add proper amount of brake fluid
7. Brake cleaner as needed
8. Inspect and lubricate the parking brake cables and shoes

SPECIFICATIONS

Item No. 3: Rear Brake Disc Repair

1. Replace four (2 per side) rear disc pads, with OEM parts
2. Resurface both rotors not to be machined under the manufacturer's minimum safety thickness
3. Clean and lubricate calipers for proper operation
4. Check rear emergency brake
5. Replace all rear disk hardware
6. Add proper amount of brake fluid
7. Brake cleaner as needed

Item No. 4: Front Rotor Repair

1. Remove and replace both front rotors with OEM parts

Note: Labor for this item is included in Item No. 2

Item No. 5: Rear Rotor Repair

1. Remove and replace both rear rotors with OEM parts

Note: Labor for this item is included in Item No. 3

Item No. 6: Power Flush Cooling System Maintenance

1. Check the coolant for oil content
2. Pressure check the system for leaks
3. Check engine oil and transmission for coolant content
4. Replace thermostat, thermostat seal, and gasket
5. Clean all foreign material from radiator and a/c condenser for proper air flow
6. Check fan blades, pulleys, belts, and hoses
7. Check for leaks at freeze plugs
8. Power flush and replace ALL fluid with the proper coolant type specified by the manufacturer

Item No. 7: Front Struts

1. Replace two (2) front Struts with H/D OEM parts

Item No. 8: Rear Shock Absorbers

1. Replace two (2) rear shock absorbers with H/D OEM parts

Item No. 9: Front and Rear Wheel Alignment

1. Inflate tires to proper level
2. Rotate tires (as necessary)
3. Check front wheel for proper wheel bearing tension
4. Reset steering wheel to proper position
5. Align vehicle front and rear (check caster, camber, and toe-in to manufacturer specifications)
6. Road test

Item No. 10: Alternator Replacement

1. Replace alternator with OEM remanufactured part
2. Clean corrosion from output looms

Item No. 11: Replace Radiator

1. Remove and replace radiator according to vehicle manufacturer's specifications
2. Add proper coolant type as specified by the manufacturer

Item No. 12: Replace Long Block Engine

1. Remove and replace a long block engine meeting or exceeding manufacturer's specs

SPECIFICATIONS

Item No. 13: Replace Transmission

1. Remove and replace a transmission meeting or exceeding manufacturer's specs
2. Add proper amount of transmission fluid as specified by the manufacturer

Item No. 14: Replace Water Pump

1. Remove and replace the water pump with an OEM pump
2. Add proper amount of manufacturer's recommended coolant as specified by the manufacturer

Item No. 15: Replace Front Calipers

1. Remove and replace (2) Front Calipers (one caliper on each wheel)
 2. Bleed system with the proper amount of Brake Fluid
- Note: Pins must be frozen and (or) the slides are rusted for work to be approved*

Item No. 16: Replace Rear Calipers

1. Remove and replace (2) Rear Calipers (one caliper on each wheel)
 2. Bleed system with the proper amount of DOT Brake Fluid.
- Note: Pins must be frozen and (or) the slides are rusted for work to be approved*

Item No. 17: Air Conditioning Performance

1. Test Air Conditioning performance which includes gauge check, leak test, and partial charge.

Item No. 18: Air Conditioning System

1. Recover, evacuate, and recharge system

Item No. 19: Clean Fuel Injectors

1. Includes disable fuel supply system and run on pressurized injector
2. Use proper amount of injection cleaner
3. Use proper amount of throttle body cleaner
4. Perform air induction service if applicable

Item No. 20: Remove and replace fuel pump and fuel filter

1. Remove and replace fuel pump and fuel filter with OEM parts

Item No. 21: Rear Emergency Brake

1. Remove/replace rear emergency brake shoes sets (4) with OEM parts
2. Proper lubrication of rear cables

Item No. 22: Replace ABS Control Module

1. Conduct Anti-Lock brake diagnostic test
2. Remove and replace ABS control module with OEM part
3. Remove and replace ABS connector pins at module
4. Retest the system for proper operation

Item No. 23: Replace Starter

1. Replace starter with OEM remanufactured part

Item No. 24: Replace Oil Cooler Lines

1. Replace two (2) oil cooler lines according to Manufactures specifications
2. Degrease the motor
3. Refill oil to proper level

SPECIFICATIONS

Item No. 25: Rear Brake Repair (Drum)

1. Replace rear brake shoes
2. Lubricate rear backing plates
3. Overhaul wheel cylinders
4. Resurface two (2) drums
5. Adjust parking brake
6. Inspect and lubricate the brake cables

Item No. 26: Four wheel brake inspection and tire rotation

1. Check Brake Fluid
2. Inspect the operation of the Master Cylinder, Power Brake Booster, Brake Proportioning Valve, and Anti-Lock Braking System (ABS) controls as required
3. Inspect the brake lines and hoses
4. Inspect the front brake disc pads, and rear brake disc pads when applicable
5. Inspect the operation of the caliper and lubricate when necessary
6. Inspect the caliper slides, clean, and lubricate when necessary
7. Inspect the rotors, front and rear when applicable
8. Inspect the rear wheel drums
9. Inspect the rear wheel cylinders
10. Inspect the rear axle seals
11. Inspect the rear brake springs
12. Inspect, clean, and lubricate as necessary the rear brake backings plates
13. Clean and adjust the rear brakes
14. Inspect and lubricate as necessary the parking brake and cables
15. Any other operations consistent with a brake inspection
16. Rotate tires as per tire manufacturer's recommendation

Item No. 27: Battery Service

1. Check electrical system
2. Replace battery with new battery according to manufacturer's specifications
3. Service all battery cables and connections

Item No. 28: Replace Headlight

1. Remove and replace a headlight, according to vehicle manufacturer's specifications

Item No. 29: Replace Turn Signal Light Bulb

1. Remove and replace a turn signal light bulb, according to vehicle manufacturer's specifications

Item No. 30: Replace Serpentine (Standard) Belts

1. Remove and replace serpentine (or standard) belt(s) according to manufacturer's specifications

SPECIFICATIONS

Item No. 31: Tune Up

1. Replace spark plugs.
2. Inspect the E.G.R valve
3. Service emission control system
4. Service the manifold heat control valve, and pre-heater tube.
5. Replace fuel filter
6. Replace air filter
7. Replace breather element
8. Replace PCV valve
9. Check all drive belts
10. Test battery for proper output
11. Check all fluid levels and quality of fluids
12. Run electronic scope analysis of engine
13. Inspect wiper blades

Item No. 32: Replace Upper Radiator Hose

1. Remove and replace upper radiator hose according to vehicle manufacturer's specifications
2. Check coolant level and refill with proper amount of coolant

Item No. 33: Replace Lower Radiator Hose

1. Remove and replace lower radiator hose according to vehicle manufacturer's specifications
2. Check coolant level and refill with proper amount of coolant

Item No. 34: Replace Heater Core

1. Remove and replace heater core according to vehicle manufacturer's specifications
2. Check coolant level and refill with proper amount of coolant

Item No. 35: Oil Change

1. Change oil and oil filter according to manufactures specifications.

Item No.36: Power Steering Pump

1. Replace power steering pump according to manufacturer's specifications
2. Bleed power steering system
3. Refill power steering fluid to proper level

Item No. 37 Transmission Cooler Lines (Group B Only)

1. Replace transmission cooler lines according to manufacturer's specifications

Item No. 38 Steering Gear (Group B Only)

1. Replace steering gear according to manufacturer's specifications

SPECIFICATIONS**E. MAINTENANCE SERVICES FOR VEHICLE GROUPS H & I:**

Group H – Ford Taurus Sedan – V6, 3.5l Engine

Group I – Ford Fusion Hybrid 2.5l

Item No. 1: Transmission service, which includes:

1. Change the fluid
2. Adjust and lubricate the linkage
3. Inspect valve body
4. Inspect vacuum and vent hoses
5. Drain converter (if applicable)

*Note: The use of any additives to the transmission fluid is strictly prohibited.*Item No. 2: Front Brake Disc Repair

1. Replace four (2 per side) Front disc pads, with OEM parts
2. Resurface both rotors not to be machined under the manufacturer's minimum safety thickness
3. Clean and lubricate calipers for proper operation
4. Replace all front disk hardware
5. Brake fluid as needed
6. Brake cleaner as needed
7. Inspect and lubricate the parking brake cables and shoes

Item No. 3: Rear Brake Disc Repair

1. Replace four (2 per side) Rear disc pads, with OEM parts
2. Resurface both rotors not to be machined under the manufacturer's minimum safety thickness
3. Clean and lubricate calipers for proper operation
4. Check rear emergency brake
5. Replace all rear disk hardware
6. Add proper amount of brake fluid
7. Brake cleaner as needed

Item No. 4: Front Rotor Repair

1. Remove and replace both front rotors with OEM parts

*Note: Labor for this item is included in Item No. 2*Item No. 5: Rear Rotor Repair

1. Remove and replace both rear rotors with OEM parts

*Note: Labor for this item is included in Item No. 3*Item No. 6: Power Flush Cooling System Maintenance

1. Check the coolant for oil content
2. Pressure check the system for leaks
3. Check engine oil and transmission for coolant content
4. Replace thermostat, thermostat seal, gasket,
5. Clean all foreign material from radiator and a/c condenser for proper air flow
6. Check fan blades, pulleys, belts, and hoses
7. Check for leaks at freeze plugs
8. Power flush and replace ALL fluid with the proper coolant type specified by the manufacturer

Item No. 7: Front Struts

1. Replace two (2) front struts with H/D OEM parts

Item No. 8: Rear Shock Absorbers

1. Replace two (2) rear shock absorbers with H/D OEM parts

SPECIFICATIONSItem No. 9: Front and Rear Wheel Alignment

1. Inflate tires to proper level
2. Check front wheel for proper wheel bearing tension
3. Reset steering wheel to proper position
4. Align vehicle front and rear (check caster, camber, and toe-in to manufacturer specifications)
5. Road test

Item No. 10: Alternator Replacement

1. Replace alternator with OEM remanufactured part
2. Clean corrosion from output looms

Item No.11: Replace Radiator

1. Remove and replace radiator according to vehicle manufacturer's specs
2. Add proper coolant type as specified by the manufacturer

Item No. 12: Replace Long Block Engine (ITEM H ONLY)

1. Remove and replace a long block engine meeting or exceeding manufacturer's specs.

Item No. 13: Replace Transmission

1. Remove and replace a transmission meeting or exceeding manufacturer's specs.
2. Add proper amount of transmission fluid as specified by the manufacturer.

Item No. 14: Replace Water Pump

1. Remove and replace the water pump with an OEM pump
2. Add proper amount of manufacturer's recommended coolant as specified by the manufacturer.

Item No. 15: Replace Front Calipers

1. Remove and replace (2) Front Calipers (one caliper on each wheel)
2. Bleed system with the proper amount of DOT Brake Fluid.

Note: Pins must be frozen and (or) the slides are rusted for work to be approved

Item No. 16: Replace Rear Calipers

1. Remove and replace (2) Rear Calipers (one caliper on each wheel)
2. Bleed system with the proper amount of Department of Transportation Brake Fluid.

Note: Pins must be frozen and (or) the slides are rusted for work to be approved

Item No. 17: Air Conditioning Performance

1. Test Air Conditioning performance which includes gauge check, leak test, and partial charge.

Item No. 18: Air Conditioning System

1. Recover, evacuate, and recharge system

Item No. 19: Clean Fuel Injectors

1. Includes disable fuel supply system and run on pressurized injector
2. Use proper amount of injection cleaner
3. Use proper amount of throttle body cleaner
4. Perform air induction service if applicable

Item No. 20: Remove and replace fuel pump

1. Remove and replace fuel pump with OEM part

SPECIFICATIONS

Item No. 21: Replace ABS Control Module

1. Conduct Anti-Lock brake diagnostic test
2. Remove and replace ABS control module with OEM part
3. Remove and replace ABS connector pins at module
4. Retest the system for proper operation

Item No. 22: Replace Starter

1. Replace starter with OEM remanufactured part

Item No. 23 Replace Oil Cooler Lines (ITEM H ONLY)

1. Replace two (2) oil cooler lines according to Manufactures specifications
2. Degrease the motor
3. Refill oil to proper level

Item No. 24: Four wheel brake inspection and tire rotation

1. Check Brake Fluid
2. Inspect the operation of the Master Cylinder, Power Brake Booster, and Brake Proportioning Valve, and ABS controls as required
3. Inspect the brake lines and hoses
4. Inspect the front brake disc pads, and rear brake disc pads when applicable
5. Inspect the operation of the caliper and lubricate when necessary
6. Inspect the caliper slides, clean, and lubricate when necessary
7. Inspect the rotors, front and rear when applicable
8. Inspect the rear axle seals
9. Inspect the rear brake springs
10. Clean the rear brakes
11. Inspect and lubricate as necessary the parking brake and cables
12. Any other operations consistent with a brake inspection
13. Rotate tires as per tire manufacturer's recommendation

Item No. 25: Car Starting Battery Service

1. Check electrical system
2. Replace battery with new battery according to manufacturer's specifications
3. Service all battery cables and connections

Item No. 26: Replace Headlight

1. Remove and replace a headlight, according to vehicle manufacturer's specifications

Item No. 27: Replace Turn Signal Light Bulb

1. Remove and replace a turn signal light bulb, according to vehicle manufacturer's specifications

Item No. 28: Replace Serpentine (Standard) Belts

1. Remove and replace serpentine (or standard) belt(s) according to manufacturer's specifications

Item No. 29: Tune Up

1. Replace spark plugs.
2. Service emission control system
3. Replace air filter
4. Replace PCV value
5. Check all drive belts
6. Test battery for proper output
7. Check all fluid levels and quality of fluids
8. Run electronic scope analysis of engine

SPECIFICATIONS

Item No. 30: Replace Upper Radiator Hose

1. Remove and replace upper radiator hose according to vehicle manufacturer's specifications
2. Check coolant level and refill with proper amount of coolant

Item No. 31: Replace Lower Radiator Hose

1. Remove and replace lower radiator hose according to vehicle manufacturer's specifications
2. Check coolant level and refill with proper amount of coolant

Item No. 32: Replace Heater Core

1. Remove and replace heater core according to vehicle manufacturer's specifications
2. Check coolant level and refill with proper amount of coolant

Item No. 33: Oil Change

1. Change oil and oil filter according to manufactures specifications.

Item No. 34 Electronic Steering Gear

1. Replace Electronic Steering Gear according to manufacturer's specifications.

F. PARTS NOT COVERED (ALL GROUPS):

Item No. 1 Additional Parts

The vendor will provide additional parts not listed in Groups A through I when required per an approved repair. Vendor shall submit catalogs and price lists, as per Special Conditions clause SC-13, Catalogs and Price Lists. Vendor must provide parts at cost. The Cook County Sheriff's Office will not pay the vendor a markup for additional parts. Vendor must submit the original receipt with its invoice for parts not covered in Groups A through I. A maximum of \$300,000.00 has been allotted for additional parts for the initial three-year term.

Item No. 2 Additional Repair/Labor

The vendor shall provide additional labor for approved repairs not covered in Groups A through I. The Cook County Sheriff's Office must approve all additional repairs/labor not covered in Groups A through I before the vendor begins repairs.

SITE INSPECTION CERTIFICATE

(NOT APPLICABLE)

This is to verify that Bidder has, this date, participated in the Mandatory Site Inspection as required in this Bid. Bidder has inspected the site and related Bid Documents and fully familiarized itself with all conditions and matters which might in any way affect the Deliverables, including costs and scheduling.

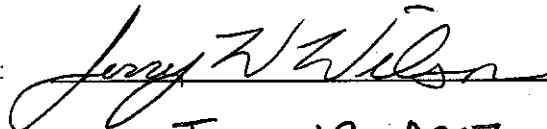
WALTER LINDISH 
NAME (PRINTED/TYPED AND SIGNATURE)

WJLLCL, LLC DBA GORDON'S GARAGE
COMPANY

MANAGER
OFFICIAL CAPACITY
(708) 424-2100
TELEPHONE NUMBER (Area Code)

NOTE: This form must be filled in completely and returned with Bid Proposal.

INSPECTION CONFIRMED BY:


JULY 19, 2017

DATE:

PROPOSAL

WJLLCL, LLC DBA

BIDDER: GORDON'S GARAGE

The Bidder declares that it has carefully examined the Advertisement for Bids, the Instruction to Bidders, the Proposal Form, General and Special Conditions and Specifications identified as Contract Document Number 1712-16448 for Automobile Maintenance and Repair Services for Zones 1 through 10 for Cook County Sheriff's Office as prepared by Cook County, and that they have familiarized themselves with all of the conditions under which it must be carried out and understand that in making this Proposal they waive all rights to plead any misunderstanding regarding the same.

Bidders must provide unit prices for each Line Item per Group for each Zone on Attachment A, Quantity and Price Spreadsheets, attached to this PDF as a fillable Excel Spreadsheet. The Quantity and Price Spreadsheets should be completed and submitted as a paper copy with vendor's bid. Failure to submit a spreadsheet may be cause for disqualification. In the event that there is a mathematical error between the "Unit Price" and "Extended Price", the Unit Price will prevail.

The quantities provided on Attachment A, Quantity and Price Spreadsheets, represent the estimated quantities over the initial term of the contract. Actual quantities may vary by Zone. Bidders may bid on one or more Zones as long as they have a repair shop facility in the designated Zone(s).

Attachment A, Quantity and Price Spreadsheets, is configured to automatically calculate your bid for each Group. Bidders must submit a complete set of Attachment A, Quantity and Price Spreadsheet, for each Zone in which they are bidding and enter their Grand Total for each Zone below.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	EACH	LOT	ZONE 1 - Automotive Maintenance and Repair Services, as Per Specifications Herein.
			Grand Total: <u>NO BID</u>
2.	EACH	LOT	ZONE 2 - Automotive Maintenance and Repair Services, as Per Specifications Herein.
			Grand Total: <u>NO BID</u>
3.	EACH	LOT	ZONE 3 - Automotive Maintenance and Repair Services, as Per Specifications Herein.
			Grand Total: <u>NO BID</u>
4.	EACH	LOT	ZONE 4 - Automotive Maintenance and Repair Services, as Per Specifications Herein.
			Grand Total: <u>NO BID</u>
5.	EACH	LOT	ZONE 5 - Automotive Maintenance and Repair Services, as Per Specifications Herein.
			Grand Total: <u>NO BID</u>

PROPOSAL

- | | | | |
|-----|------|-----|--|
| 6. | EACH | LOT | ZONE 6 - Automotive Maintenance and Repair Services, as Per Specifications Herein. |
| | | | Grand Total: <u>NO BID</u> |
| 7. | EACH | LOT | ZONE 7 - Automotive Maintenance and Repair Services, as Per Specifications Herein. |
| | | | Grand Total: <u>\$1,647,539.00</u> |
| 8. | EACH | LOT | ZONE 8 - Automotive Maintenance and Repair Services, as Per Specifications Herein. |
| | | | Grand Total: <u>NO BID</u> |
| 9. | EACH | LOT | ZONE 9 - Automotive Maintenance and Repair Services, as Per Specifications Herein. |
| | | | Grand Total: <u>NO BID</u> |
| 10. | EACH | LOT | ZONE 10 - Automotive Maintenance and Repair Services, as Per Specifications Herein. |
| | | | Grand Total: <u>NO BID</u> |
| 11. | HOUR | LOT | ALL GROUPS - Automotive Maintenance and Repair Services, as Per Specifications Herein. |
| | | | Grand Total: <u>included</u> |

DELIVERY DATE:

2 DAYS AFTER AWARD OF CONTRACT

(NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

The receipt of the following addenda to the Specifications is acknowledged:

Addendum No. 1Date: JULY 19, 2017

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

ATTACHMENT A - QUANTITY AND PRICE SPREADSHEET
Automotive Maintenance and Repair Services Zones 1-10

Contract No. 1712-16448D

VENDOR: WJL LLC, LLC DBA Gordon's Garage

ZONE: 7

FORD CROWN VICTORIA, V8 4.6L ENGINEGROUP A							
FORD CROWN VICTORIA, V8 4.6L ENGINEGROUP A							
ITEM NO.	DESCRIPTION	COST	QTY	UOM	MANUFACTURER	MANUFACTURER NUMBER	TOTAL PRICE
1	Transmission Service	58	70	EACH	MOTORCRAFT	FT105	\$4,060.00
2	Front Brake Disc Repair	136	90	EACH	MOTORCRAFT	BRSD931	\$12,240.00
3	Rear Brake Disc Repair	136	80	EACH	MOTORCRAFT	BRSD932	\$10,880.00
4	Front Rotor Repair	120	70	EACH	MOTORCRAFT	BRR222	\$8,400.00
5	Rear Rotor Repair	110	70	EACH	MOTORCRAFT	BRR249	\$7,700.00
6	Power Flush Cooling System Maintenance	58	50	EACH	MOTORCRAFT	RT1234	\$2,900.00
7	Front Struts	462	40	EACH	MONROE	271346	\$18,480.00
8	Rear Shock Absorbers	145	40	EACH	MONROE	550018	\$5,800.00
9	Front and Rear Wheel Alignment	75	80	EACH	GG	2WA	\$6,000.00
10	Alternator Replacement	285	40	EACH	MOTORCRAFT	GLV8984RM	\$11,400.00
11	Replace Radiator	256	15	EACH	MOTORCRAFT	RAD42	\$3,840.00
12	Replace Long Block Engine	4060	12	EACH	JASPER	131555	\$48,720.00
13	Replace Transmission	1390	10	EACH	FORD	4R75W	\$13,900.00
14	Replace Water Pump	168	12	EACH	MOTORCRAFT	PW464	\$2,016.00
15	Replace Front Callipers	140	30	EACH	MOTORCRAFT	BRC161162ARM	\$4,200.00
16	Replace Rear Callipers	140	20	EACH	MOTORCRAFT	BRC180181RM	\$2,800.00
17	Air Conditioning Performance	28	60	EACH	GG	R134A	\$1,680.00
18	Air Conditioning System	96	60	EACH	PVF	R134A	\$5,760.00
19	Clean Fuel Injectors	76	50	EACH	OTC	7000A-1	\$3,800.00
20	Remove and replace fuel pump and fuel filter	470	40	EACH	DELPHI	HP10137, 86595	\$18,800.00
21	Rear Emergency Brake	40	20	EACH	MOTORCRAFT	BRP920	\$800.00
22	Replace ABS Control Module	456	12	EACH	FORD	9W722C219A	\$5,472.00
23	Replace Starter	285	20	EACH	MOTORCRAFT	SA988	\$5,700.00
24	Replace Oil Cooler Lines	100	30	EACH	DORMAN	625-200HD	\$3,000.00
25	Four wheel brake inspection and tire rotation	28	40	EACH	GG	4WI	\$1,120.00
26	Battery Service	123	18	EACH	MOTORCRAFT	BXL65	\$2,214.00
27	Replace Headlight	21	18	EACH	SYLVANIA	9007	\$378.00
28	Replace Turn Signal Light Bulb	11	20	EACH	SYLVANIA	3457	\$220.00
29	Replace Serpentine (Standard) Belts	95	15	EACH	MOTORCRAFT	JK6-926	\$1,425.00
30	Tune Up	164	20	EACH	MOTORCRAFT	SP405	\$3,280.00
31	Replace Upper Radiator Hose	69	10	EACH	MOTORCRAFT	KM4894	\$690.00
32	Replace Lower Radiator Hose	80	10	EACH	MOTORCRAFT	KM4758	\$800.00
33	Replace Heater Core	508	10	EACH	MOTORCRAFT	HC31	\$5,080.00
34	Oil Change	33	30	EACH	MOTORCRAFT	FL820S, 5W20	\$990.00
35	Power Steering Pump	212	10	EACH	MOTORCRAFT	STP261RM	\$2,120.00
	TOTAL						\$226,665.00

The quantities provided herein are estimated quantities over the initial three-year term of the contract. Actual quantities may vary by Zone.

Bidders must submit a complete set of this Attachment A, Quantity and Price Spreadsheet, for each Zone in which they are bidding and enter their Grand Total for each Zone on Proposal Pages P-1 and P-2.

CHEVROLET IMPALAS V6, 3.8L, 3.5L, OR 3.9L ENGINE GROUP B							
CHEVROLET IMPALAS V6, 3.8L, 3.5L, OR 3.9L ENGINE GROUP B							
ITEM NO.	DESCRIPTION	COST	QTY	UOM	MANUFACTURER	MANUFACTURER NUMBER	TOTAL PRICE
1	Transmission Service	65	70	EACH	ACDELCO	24227477	\$4,550.00
2	Front Brake Disc Repair	126	90	EACH	ACDELCO	17D1159CH	\$11,340.00
3	Rear Brake Disc Repair	126	80	EACH	ACDELCO	17D698CH	\$10,080.00
4	Front Rotor Repair	110	70	EACH	ACDELCO	18A2322	\$7,700.00
5	Rear Rotor Repair	100	70	EACH	ACDELCO	18A2321	\$7,000.00
6	Power Flush Cooling System Maintenance	75	50	EACH	ACDELCO	131-149	\$3,750.00
7	Front Struts	406	40	EACH	MONROE	172903	\$16,240.00
8	Rear Shock Absorbers	316	40	EACH	MONROE	171671LR	\$12,640.00
9	Front and Rear Wheel Alignment	110	80	EACH	GG	4WA	\$8,800.00
10	Alternator Replacement	285	40	EACH	ACDELCO	334-2955A	\$11,400.00
11	Replace Radiator	364	15	EACH	ACDELCO	21564	\$5,460.00
12	Replace Long Block Engine	4760	12	EACH	JASPER	353210	\$57,120.00
13	Replace Transmission	1524	10	EACH	CHEVROLET	17804089	\$15,240.00
14	Replace Water Pump	229	12	EACH	ACDELCO	252-897	\$2,748.00
15	Replace Front Calipers	100	30	EACH	ACDELCO	18FR2444-45	\$3,000.00
16	Replace Rear Calipers	100	20	EACH	ACDELCO	18F1770-71	\$2,000.00
17	Air Conditioning Performance	28	60	EACH	GG	R134A	\$1,680.00
18	Air Conditioning System	96	60	EACH	PVF	R134A	\$5,760.00
19	Clean Fuel Injectors	76	50	EACH	OTC	7000A-1	\$3,800.00
20	Remove and replace fuel pump and fuel filter	500	30	EACH	DELPHI	FG0939	\$15,000.00
21	Rear Emergency Brake	30	20	EACH	ACDELCO	14770B	\$600.00
22	Replace ABS Control Module	406	12	EACH	ACDELCO	25880882	\$4,872.00
23	Replace Starter	285	16	EACH	ACDELCO	336-2140A	\$4,560.00
24	Replace Oil Cooler Lines	515	30	EACH	ACDELCO	19129789-90	\$15,450.00
25	Four wheel brake inspection and tire rotation	28	40	EACH	GG	4WI	\$1,120.00
26	Battery Service	123	18	EACH	ACDELCO	34PG	\$2,214.00
27	Replace Headlight	21	18	EACH	SYLVANIA	H11	\$378.00
28	Replace Turn Signal Light Bulb	11	20	EACH	SYLVANIA	4157	\$220.00
29	Replace Serpentine (Standard) Belts	103	15	EACH	ACDELCO	6K1093	\$1,545.00
30	Tune Up	164	20	EACH	ACDELCO	41-100,9746SS	\$3,280.00
31	Replace Upper Radiator Hose	59	10	EACH	ACDELCO	24540L	\$590.00
32	Replace Lower Radiator Hose	88	10	EACH	ACDELCO	26541X	\$880.00
33	Replace Heater Core	396	10	EACH	ACDELCO	1563231	\$3,960.00
34	Oil Change	33	30	EACH	ACDELCO	PF61E,5W30	\$990.00
35	Power Steering Pump	184	10	EACH	ACDELCO	36P1566	\$1,840.00
36	Transmission Cooler Lines (Group B Only)	645	15	EACH	ACDELCO	19130472-73	\$9,675.00
37	Steering Gear (Group B Only)	500	15	EACH	ACDELCO	36R0400	\$7,500.00
	TOTAL						\$264,982.00
<p>The quantities provided herein are estimated quantities over the initial three-year term of the contract. Actual quantities may vary by Zone.</p> <p>Bidders must submit a complete set of this Attachment A, Quantity and Price Spreadsheet, for each Zone in which they are bidding and enter their Grand Total for each Zone on Proposal Pages P-1 and P-2.</p>							

FORD E150 4.6L VANGROUP C FORD E150 4.6L VANGROUP C							
ITEM NO.	DESCRIPTION	COST	QTY	UOM	MANUFACTURER	MANUFACTURER NUMBER	TOTAL PRICE
1	Transmission Service	58	15	EACH	MOTORCRAFT	FT105	\$870.00
2	Front Brake Disc Repair	192	20	EACH	MOTORCRAFT	BRF1328	\$3,840.00
3	Rear Brake Disc Repair	164	20	EACH	MOTORCRAFT	BRF1329	\$3,280.00
4	Front Rotor Repair	150	10	EACH	MOTORCRAFT	BRRF114	\$1,500.00
5	Rear Rotor Repair	150	10	EACH	MOTORCRAFT	BRRF11	\$1,500.00
6	Power Flush Cooling System Maintenance	58	15	EACH	MOTORCRAFT	RT1234	\$870.00
7	Front Struts	145	10	EACH	MONROE	34760	\$1,450.00
8	Rear Shock Absorbers	145	10	EACH	MONROE	34761	\$1,450.00
9	Front and Rear Wheel Alignment	75	10	EACH	GG	2WA	\$750.00
10	Alternator Replacement	285	10	EACH	MOTORCRAFT	GL8858	\$2,850.00
11	Replace Radiator	291	10	EACH	SPECTRA	43-1360	\$2,910.00
12	Replace Long Block Engine	4060	5	EACH	JASPER	131555	\$20,300.00
13	Replace Transmission	1424	5	EACH	FORD	AC227000CRM	\$7,120.00
14	Replace Water Pump	224	5	EACH	MOTORCRAFT	PW423	\$1,120.00
15	Replace Front Calipers	140	10	EACH	MOTORCRAFT	BRCF153-154	\$1,400.00
16	Replace Rear Calipers	140	10	EACH	MOTORCRAFT	BRCF204-205	\$1,400.00
17	Air Conditioning Performance	28	10	EACH	GG	R134A	\$280.00
18	Air Conditioning System	116	10	EACH	PVF	R134A	\$1,160.00
19	Clean Fuel Injectors	76	10	EACH	OTC	700A-1	\$760.00
20	Remove and replace fuel pump and fuel filter	540	10	EACH	MOTORCRAFT	PFS479,FG986B	\$5,400.00
21	Rear Emergency Brake	40	10	EACH	MOTORCRAFT	BRP952	\$400.00
22	Replace ABS Control Module	456	8	EACH	FORD	AC222C219A	\$3,648.00
23	Replace Starter	268	10	EACH	MOTORCRAFT	SA1054RM	\$2,680.00
24	Replace Oil Cooler Lines	213	8	EACH	FORD	AC228286D	\$1,704.00
25	Rear Brake Repair (Drum)	172	8	EACH	MOTORCRAFT	BR105B	\$1,376.00
26	Four wheel brake inspection and tire rotation	28	20	EACH	GG	4WI	\$560.00
27	Battery Service	123	10	EACH	MOTORCRAFT	BXL65	\$1,230.00
28	Replace Headlight	21	15	EACH	SYLVANIA	9008	\$315.00
29	Replace Turn Signal Light Bulb	11	15	EACH	SYLVANIA	4157	\$165.00
30	Replace Serpentine (Standard) Belts	103	15	EACH	MOTORCRAFT	JK6-1003	\$1,545.00
31	Tune Up	222	10	EACH	MOTORCRAFT	SP405,FA1632	\$2,220.00
32	Replace Upper Radiator Hose	58	10	EACH	MOTORCRAFT	KM5097	\$580.00
33	Replace Lower Radiator Hose	171	10	EACH	MOTORCRAFT	KM4855	\$1,710.00
34	Replace Heater Core	209	8	EACH	MOTORCRAFT	HC36	\$1,672.00
35	Oil Change	36	20	EACH	MOTORCRAFT	FL820S,5W20	\$720.00
36	Power Steering Pump	234	8	EACH	MOTORCRAFT	STP216RM	\$1,872.00
	TOTAL						\$82,607.00
<p>The quantities provided herein are estimated quantities over the initial three-year term of the contract. Actual quantities may vary by Zone.</p> <p>Bidders must submit a complete set of this Attachment A, Quantity and Price Spreadsheet, for each Zone in which they are bidding and enter their Grand Total for each Zone on Proposal Pages P-1 and P-2.</p>							

FORD E250 AND E350 5.4L VANGROUP D FORD E250 AND E350 5.4L VANGROUP D							
ITEM NO.	DESCRIPTION	COST	QTY	UOM	MANUFACTURER	MANUFACTURER NUMBER	TOTAL PRICE
1	Transmission Service	58	30	EACH	MOTORCRAFT	FT105	\$1,740.00
2	Front Brake Disc Repair	192	30	EACH	MOTORCRAFT	BRF1328	\$5,760.00
3	Rear Brake Disc Repair	164	30	EACH	MOTORCRAFT	BRF1329	\$4,920.00
4	Front Rotor Repair	230	20	EACH	MOTORCRAFT	BRRF114	\$4,600.00
5	Rear Rotor Repair	230	20	EACH	MOTORCRAFT	BRRF11	\$4,600.00
6	Power Flush Cooling System Maintenance	58	30	EACH	MOTORCRAFT	RT1234	\$1,740.00
7	Front Struts	145	10	EACH	MONROE	34760	\$1,450.00
8	Rear Shock Absorbers	145	10	EACH	MONROE	34761	\$1,450.00
9	Front and Rear Wheel Alignment	75	20	EACH	GG	2WA	\$1,500.00
10	Alternator Replacement	285	6	EACH	MOTORCRAFT	GL8858	\$1,710.00
11	Replace Radiator	319	5	EACH	SPECTRA	43-1359	\$1,595.00
12	Replace Long Block Engine	4360	5	EACH	JASPER	565210	\$21,800.00
13	Replace Transmission	2024	6	EACH	FORD	AC3Z7000E	\$12,144.00
14	Replace Water Pump	224	5	EACH	MOTORCRAFT	PW423	\$1,120.00
15	Replace Front Calipers	180	8	EACH	MOTORCRAFT	BRCF153-154	\$1,440.00
16	Replace Rear Calipers	180	8	EACH	MOTORCRAFT	BRCF204-205	\$1,440.00
17	Air Conditioning Performance	28	20	EACH	GG	R134A	\$560.00
18	Air Conditioning System	116	20	EACH	PVF	R134A	\$2,320.00
19	Clean Fuel Injectors	76	10	EACH	OTC	7000A-1	\$760.00
20	Remove and replace fuel pump and fuel filter	540	10	EACH	MOTORCRAFT	PF5574,FG986B	\$5,400.00
21	Rear Emergency Brake	40	8	EACH	MOTORCRAFT	BRP952	\$320.00
22	Replace ABS Control Module	456	6	EACH	FORD	BC2Z2C219A	\$2,736.00
23	Replace Starter	285	8	EACH	MOTORCRAFT	SA1054RM	\$2,280.00
24	Replace Oil Cooler Lines	213	8	EACH	FORD	AC2Z8286D	\$1,704.00
25	Rear Brake Repair (Drum)	172	5	EACH	MOTORCRAFT	BR105B	\$860.00
26	Four wheel brake inspection and tire rotation	28	20	EACH	GG	4WI	\$560.00
27	Battery Service	123	10	EACH	MOTORCRAFT	8XL65	\$1,230.00
28	Replace Headlight	21	10	EACH	SYLVANIA	9008	\$210.00
29	Replace Turn Signal Light Bulb	11	10	EACH	SYLVANIA	4157	\$110.00
30	Replace Serpentine (Standard) Belts	103	10	EACH	MOTORCRAFT	JK6-1004B	\$1,030.00
31	Tune Up	222	10	EACH	MOTORCRAFT	SP521,FA1632	\$2,220.00
32	Replace Upper Radiator Hose	75	5	EACH	MOTORCRAFT	KM4539	\$375.00
33	Replace Lower Radiator Hose	171	5	EACH	MOTORCRAFT	KM5105	\$855.00
34	Replace Heater Core	209	5	EACH	MOTORCRAFT	HC36	\$1,045.00
35	Oil Change	36	10	EACH	MOTORCRAFT	FL820S, 5W20	\$360.00
36	Power Steering Pump	224	5	EACH	FORD	BC2Z3A696A	\$1,120.00
	TOTAL						\$95,064.00
The quantities provided herein are estimated quantities over the initial three-year term of the contract. Actual quantities may vary by Zone.							
Bidders must submit a complete set of this Attachment A, Quantity and Price Spreadsheet, for each Zone in which they are bidding and enter their Grand Total for each Zone on Proposal Pages P-1 and P-2.							

FORD F150 5.4L PICK-UP TRUCKGROUP E FORD F150 5.4L PICK-UP TRUCKGROUP E							
ITEM NO.	DESCRIPTION	COST	QTY	UOM	MANUFACTURER	MANUFACTURER NUMBER	TOTAL PRICE
1	Transmission Service	58	10	EACH	MOTORCRAFT	FT105	\$580.00
2	Front Brake Disc Repair	164	10	EACH	MOTORCRAFT	BRF1529	\$1,640.00
3	Rear Brake Disc Repair	164	10	EACH	MOTORCRAFT	BRF1529	\$1,640.00
4	Front Rotor Repair	160	10	EACH	MOTORCRAFT	BRR227	\$1,600.00
5	Rear Rotor Repair	160	10	EACH	MOTORCRAFT	BRRF290	\$1,600.00
6	Power Flush Cooling System Maintenance	58	10	EACH	MOTORCRAFT	RT1234	\$580.00
7	Front Struts	375	8	EACH	MONROE	171140	\$3,000.00
8	Rear Shock Absorbers	145	8	EACH	MONROE	911262	\$1,160.00
9	Front and Rear Wheel Alignment	75	10	EACH	GG	2WA	\$750.00
10	Alternator Replacement	285	8	EACH	MOTORCRAFT	11293A	\$2,280.00
11	Replace Radiator	319	5	EACH	SPECTRA	813099	\$1,595.00
12	Replace Long Block Engine	5060	5	EACH	JASPER	566510	\$25,300.00
13	Replace Transmission	1624	5	EACH	FORD	AL3Z7000DRM	\$8,120.00
14	Replace Water Pump	224	5	EACH	FORD	PW423	\$1,120.00
15	Replace Front Callipers	180	5	EACH	MOTORCRAFT	BRCF360-361	\$900.00
16	Replace Rear Callipers	180	5	EACH	MOTORCRAFT	BRC190-191RM	\$900.00
17	Air Conditioning Performance	28	8	EACH	GG	R134A	\$224.00
18	Air Conditioning System	96	8	EACH	PVF	R134A	\$768.00
19	Clean Fuel Injectors	76	5	EACH	OTC	7000A-1	\$380.00
20	Remove and replace fuel pump and fuel filter	540	8	EACH	MOTORCRAFT	PFS488,FG1083	\$4,320.00
21	Rear Emergency Brake	40	5	EACH	MOTORCRAFT	BRP961	\$200.00
22	Replace ABS Control Module	456	5	EACH	FORD	AL3Z2C219P	\$2,280.00
23	Replace Starter	285	8	EACH	MOTORCRAFT	SA873RM	\$2,280.00
24	Replace Oil Cooler Lines	134	5	EACH	FORD	BL3Z8286C	\$670.00
25	Rear Brake Repair (Drum)	172	8	EACH	MOTORCRAFT	BR1012C	\$1,376.00
26	Four wheel brake inspection and tire rotation	28	20	EACH	GG	4WI	\$560.00
27	Battery Service	123	10	EACH	MOTORCRAFT	BXL65	\$1,230.00
28	Replace Headlight	21	10	EACH	SYLVANIA	9008	\$210.00
29	Replace Turn Signal Light Bulb	11	10	EACH	SYLVANIA	3157	\$110.00
30	Replace Serpentine (Standard) Belts	103	10	EACH	MOTORCRAFT	JK6-1033	\$1,030.00
31	Tune Up	222	10	EACH	MOTORCRAFT	SP509,FA1883	\$2,220.00
32	Replace Upper Radiator Hose	90	8	EACH	MOTORCRAFT	KM4993	\$720.00
33	Replace Lower Radiator Hose	131	8	EACH	MOTORCRAFT	KM4994	\$1,048.00
34	Replace Heater Core	547	5	EACH	MOTORCRAFT	HC51	\$2,735.00
35	Oil Change	36	20	EACH	MOTORCRAFT	FL820S,5W20	\$720.00
36	Power Steering Pump	234	8	EACH	MOTORCRAFT	STP247RM	\$1,872.00
	TOTAL						\$77,718.00
The quantities provided herein are estimated quantities over the initial three-year term of the contract. Actual quantities may vary by Zone.							
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FORD F250 5.4L PICK-UP TRUCKGROUP F							
FORD F250 5.4L PICK-UP TRUCKGROUP F							
ITEM NO.	DESCRIPTION	COST	QTY	UOM	MANUFACTURER	MANUFACTURER NUMBER	TOTAL PRICE
1	Transmission Service	58	15	EACH	MOTORCRAFT	FT145	\$870.00
2	Front Brake Disc Repair	164	20	EACH	MOTORCRAFT	BRR1069	\$3,280.00
3	Rear Brake Disc Repair	164	20	EACH	MOTORCRAFT	BR1068	\$3,280.00
4	Front Rotor Repair	160	15	EACH	MOTORCRAFT	BRRF100	\$2,400.00
5	Rear Rotor Repair	160	15	EACH	MOTORCRAFT	BRR304	\$2,400.00
6	Power Flush Cooling System Maintenance	58	20	EACH	MOTORCRAFT	RT1234	\$1,160.00
7	Front Struts	185	8	EACH	MONROE	34525	\$1,480.00
8	Rear Shock Absorbers	185	8	EACH	MONROE	34526	\$1,480.00
9	Front and Rear Wheel Alignment	75	10	EACH	GG	2WA	\$750.00
10	Alternator Replacement	285	8	EACH	MOTORCRAFT	GL9739RM	\$2,280.00
11	Replace Radiator	319	5	EACH	SPECTRA	433837	\$1,595.00
12	Replace Long Block Engine	5060	5	EACH	JASPER	564110	\$25,300.00
13	Replace Transmission	2024	5	EACH	FORD	5C3Z7000BRM	\$10,120.00
14	Replace Water Pump	224	5	EACH	MOTORCRAFT	PW423	\$1,120.00
15	Replace Front Calipers	180	8	EACH	MOTORCRAFT	BRC272-273RM	\$1,440.00
16	Replace Rear Calipers	180	8	EACH	MOTORCRAFT	BRC236-237RM	\$1,440.00
17	Air Conditioning Performance	28	10	EACH	GG	R134A	\$280.00
18	Air Conditioning System	96	10	EACH	PVF	R134A	\$960.00
19	Clean Fuel Injectors	76	10	EACH	OTC	7000A-1	\$760.00
20	Remove and replace fuel pump and fuel filter	540	10	EACH	MOTORCRAFT	PFS306,FG1083	\$5,400.00
21	Rear Emergency Brake	40	8	EACH	MOTORCRAFT	B854	\$320.00
22	Replace ABS Control Module	456	5	EACH	FORD	6C3Z2C219AC	\$2,280.00
23	Replace Starter	285	8	EACH	MOTORCRAFT	SA1052RM	\$2,280.00
24	Replace Oil Cooler Lines	240	8	EACH	FORD	5C3Z8286AA	\$1,920.00
25	Rear Brake Repair (Drum)	172	10	EACH	MOTORCRAFT	BRPF10	\$1,720.00
26	Four wheel brake inspection and tire rotation	28	20	EACH	GG	4WI	\$560.00
27	Battery Service	123	10	EACH	MOTORCRAFT	BXL65	\$1,230.00
28	Replace Headlight	21	10	EACH	SYLVANIA	9008	\$210.00
29	Replace Turn Signal Light Bulb	11	10	EACH	SYLVANIA	4157	\$110.00
30	Replace Serpentine (Standard) Belts	103	10	EACH	MOTORCRAFT	JK6-1031AB	\$1,030.00
31	Tune Up	222	10	EACH	MOTORCRAFT	SP509,FA1883	\$2,220.00
32	Replace Upper Radiator Hose	100	8	EACH	MOTORCRAFT	KM4893	\$800.00
33	Replace Lower Radiator Hose	131	8	EACH	MOTORCRAFT	KM4826	\$1,048.00
34	Replace Heater Core	214	5	EACH	MOTORCRAFT	HC37	\$1,070.00
35	Oil Change	36	20	EACH	MOTORCRAFT	FL820S,5W20	\$720.00
36	Power Steering Pump	234	8	EACH	MOTORCRAFT	STP167RM	\$1,872.00
	TOTAL						\$87,185.00
<p>The quantities provided herein are estimated quantities over the initial three-year term of the contract. Actual quantities may vary by Zone.</p> <p>Bidders must submit a complete set of this Attachment A, Quantity and Price Spreadsheet, for each Zone in which they are bidding and enter their Grand Total for each Zone on Proposal Pages P-1 and P-2.</p>							

ATTACHMENT A - QUANTITY AND PRICE SPREADSHEET
Automotive Maintenance and Repair Services Zones 1-10
Contract No. 1712-16448b
VENDOR: WSL LLC, LLC DBA GORDON'S GARAGE
ZONE: 7

FORD F350 5.4L PICK-UP TRUCKGROUP G FORD F350 5.4L PICK-UP TRUCKGROUP G							
ITEM NO.	DESCRIPTION	COST	QTY	UOM	MANUFACTURER	MANUFACTURER NUMBER	TOTAL PRICE
1	Transmission Service	58	20	EACH	MOTORCRAFT	FT145	\$1,160.00
2	Front Brake Disc Repair	164	10	EACH	MOTORCRAFT	BRR1069	\$1,640.00
3	Rear Brake Disc Repair	164	10	EACH	MOTORCRAFT	BR1068	\$1,640.00
4	Front Rotor Repair	160	10	EACH	MOTORCRAFT	BRRF100	\$1,600.00
5	Rear Rotor Repair	160	10	EACH	MOTORCRAFT	BRR304	\$1,600.00
6	Power Flush Cooling System Maintenance	58	20	EACH	MOTORCRAFT	RT1234	\$1,160.00
7	Front Struts	185	10	EACH	MONROE	34525	\$1,850.00
8	Rear Shock Absorbers	185	10	EACH	MONROE	34526	\$1,850.00
9	Front and Rear Wheel Alignment	75	10	EACH	GG	2WA	\$750.00
10	Alternator Replacement	285	10	EACH	MOTORCRAFT	GL8789RM	\$2,850.00
11	Replace Radiator	319	8	EACH	SPECTRA	433837	\$2,552.00
12	Replace Long Block Engine	5060	5	EACH	JASPER	564110	\$25,300.00
13	Replace Transmission	2024	5	EACH	FORD	5C3Z7000BRM	\$10,120.00
14	Replace Water Pump	224	5	EACH	MOTORCRAFT	PW423	\$1,120.00
15	Replace Front Calipers	180	5	EACH	MOTORCRAFT	BRC272-273RM	\$900.00
16	Replace Rear Calipers	180	5	EACH	MOTORCRAFT	BRC236-237RM	\$900.00
17	Air Conditioning Performance	28	5	EACH	GG	R134A	\$140.00
18	Air Conditioning System	96	10	EACH	PVF	R134A	\$960.00
19	Clean Fuel Injectors	76	8	EACH	OTC	7000A-1	\$608.00
20	Remove and replace fuel pump and fuel filter	540	8	EACH	MOTORCRAFT	PFS306,FG1083	\$4,320.00
21	Rear Emergency Brake	40	5	EACH	MOTORCRAFT	B854	\$200.00
22	Replace ABS Control Module	456	5	EACH	FORD	6C3Z2C219AC	\$2,280.00
23	Replace Starter	285	8	EACH	MOTORCRAFT	SA1052RM	\$2,280.00
24	Replace Oil Cooler Lines	240	5	EACH	FORD	5C3Z8286AA	\$1,200.00
25	Rear Brake Repair (Drum)	172	10	EACH	MOTORCRAFT	BRPF10	\$1,720.00
26	Four wheel brake inspection and tire rotation	28	15	EACH	GG	4WI	\$420.00
27	Battery Service	123	10	EACH	MOTORCRAFT	BXL65	\$1,230.00
28	Replace Headlight	21	10	EACH	SYLVANIA	9008	\$210.00
29	Replace Turn Signal Light Bulb	11	10	EACH	SYLVANIA	4157	\$110.00
30	Replace Serpentine (Standard) Belts	103	10	EACH	MOTORCRAFT	JK6-1031A8	\$1,030.00
31	Tune Up	222	10	EACH	MOTORCRAFT	SP509,FA1883	\$2,220.00
32	Replace Upper Radiator Hose	100	8	EACH	MOTORCRAFT	KM4893	\$800.00
33	Replace Lower Radiator Hose	131	8	EACH	MOTORCRAFT	KM4826	\$1,048.00
34	Replace Heater Core	214	8	EACH	MOTORCRAFT	HC37	\$1,712.00
35	Oil Change	36	15	EACH	MOTORCRAFT	FLB20S,5W20	\$540.00
36	Power Steering Pump	234	8	EACH	MOTORCRAFT	STP167RM	\$1,872.00
	TOTAL						\$81,892.00
<p>The quantities provided herein are estimated quantities over the initial three-year term of the contract. Actual quantities may vary by Zone.</p> <p>Bidders must submit a complete set of this Attachment A, Quantity and Price Spreadsheet, for each Zone in which they are bidding and enter their Grand Total for each Zone on Proposal Pages P-1 and P-2.</p>							

FORD TAURUS SEDAN V6, 3.5L ENGINEGROUP H							
FORD TAURUS SEDAN V6, 3.5L ENGINEGROUP H							
ITEM NO.	DESCRIPTION	FORD TAURUS SEDAN - V6, 3.5L ENGINE	QTY	UOM	MANUFACTURER	MANUFACTURER NUMBER	TOTAL PRICE
1	Transmission service	58	30	EACH	MOTORCRAFT	FT172	\$1,740.00
2	Front Brake Disc Repair	136	40	EACH	MOTORCRAFT	BRF1475	\$5,440.00
3	Rear Brake Disc Repair	136	40	EACH	MOTORCRAFT	BRF1383	\$5,440.00
4	Front Rotor Repair	170	30	EACH	MOTORCRAFT	BRR252	\$5,100.00
5	Rear Rotor Repair	150	30	EACH	MOTORCRAFT	BRRF92	\$4,500.00
6	Power Flush Cooling System Maintenance	58	50	EACH	MOTORCRAFT	RT1228	\$2,900.00
7	Front Struts	281	20	EACH	MOTORCRAFT	AST12320-12322	\$5,620.00
8	Rear Shock Absorbers	186	20	EACH	MOTORCRAFT	ASH23477	\$3,720.00
9	Front and Rear Wheel Alignment	110	40	EACH	GG	4WA	\$4,400.00
10	Alternator Replacement	400	20	EACH	MOTORCRAFT	GL8854	\$8,000.00
11	Replace Radiator	352	10	EACH	MOTORCRAFT	RAD111	\$3,520.00
12	Replace Long Block Engine (ITEM H ONLY)	4260	10	EACH	FORD	DL226006D	\$42,600.00
13	Replace Transmission	2724	10	EACH	FORD	DA5Z7000M	\$27,240.00
14	Replace Water Pump	623	12	EACH	MOTORCRAFT	PW580	\$7,476.00
15	Replace Front Callpers	120	20	EACH	MOTORCRAFT	BRCF208-209	\$2,400.00
16	Replace Rear Callpers	210	20	EACH	MOTORCRAFT	BRCF302-303	\$4,200.00
17	Air Conditioning Performance	28	20	EACH	GG	R134A	\$560.00
18	Air Conditioning System	96	20	EACH	PVF	R134A	\$1,920.00
19	Clean Fuel Injectors	76	10	EACH	OTC	7000A-1	\$760.00
20	Remove and replace fuel pump	398	10	EACH	MOTORCRAFT	PFS1031	\$3,980.00
21	Replace ABS Control Module	373	10	EACH	FORD	BA8Z6A715A	\$3,730.00
22	Replace Starter	270	10	EACH	MOTORCRAFT	SA1014RM	\$2,700.00
23	Replace Oil Cooler Lines (ITEM H ONLY)	90	20	EACH	FORD	BA8Z6A715A	\$1,800.00
24	Four wheel brake inspection and tire rotation	28	40	EACH	GG	4WI	\$1,120.00
25	Car Starting Battery Service	123	10	EACH	MOTORCRAFT	BXL65	\$1,230.00
26	Replace Headlight	31	20	EACH	SYLVANIA	9012	\$620.00
27	Replace Turn Signal Light Bulb	11	20	EACH	SYLVANIA	3457	\$220.00
28	Replace Serpentine (Standard) Belts	51	20	EACH	MOTORCRAFT	JK6-45SD	\$1,020.00
29	Tune Up	222	20	EACH	MOTORCRAFT	SP534,FA1884	\$4,440.00
30	Replace Upper Radiator Hose	142	10	EACH	MOTORCRAFT	KM5185	\$1,420.00
31	Replace Lower Radiator Hose	96	10	EACH	MOTORCRAFT	KM9996	\$960.00
32	Replace Heater Core	536	10	EACH	MOTORCRAFT	HC74	\$5,360.00
33	Oil Change	36	20	EACH	MOTORCRAFT	FL8205,5W20	\$720.00
34	Electronic Steering Gear	1244	10	EACH	MOTORCRAFT	STE387	\$12,440.00
	TOTAL						\$179,296.00
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FORD FUSION HYBRID 2.5LGROUP I							
FORD FUSION HYBRID 2.5LGROUP I							
ITEM NO.	DESCRIPTION	FORD FUSION HYBRID 2.5L	QTY	UOM	MANUFACTURER	MANUFACTURER NUMBER	TOTAL PRICE
1	Transmission service	88	30	EACH	MOTORCRAFT	FT193	\$2,640.00
2	Front Brake Disc Repair	126	40	EACH	MOTORCRAFT	BR1164B	\$5,040.00
3	Rear Brake Disc Repair	126	40	EACH	MOTORCRAFT	BR1161B	\$5,040.00
4	Front Rotor Repair	160	30	EACH	MOTORCRAFT	BRRF116	\$4,800.00
5	Rear Rotor Repair	100	30	EACH	MOTORCRAFT	BRR282	\$3,000.00
6	Power Flush Cooling System Maintenance	108	50	EACH	MOTORCRAFT	RT1193	\$5,400.00
7	Front Struts	462	20	EACH	MONROE	272596	\$9,240.00
8	Rear Shock Absorbers	332	20	EACH	MONROE	5784	\$6,640.00
9	Front and Rear Wheel Alignment	110	40	EACH	GG	4WA	\$4,400.00
10	Alternator Replacement	243	20	EACH	MOTORCRAFT	GLV9958RM	\$4,860.00
11	Replace Radiator	337	10	EACH	SPECTRA	813126	\$3,370.00
12	Replace Transmission	3615	10	EACH	FORD	AE527000CRM	\$36,150.00
13	Replace Water Pump	140	12	EACH	MOTORCRAFT	PW584	\$1,680.00
14	Replace Front Calipers	200	20	EACH	MOTORCRAFT	BRCF125-126	\$4,000.00
15	Replace Rear Calipers	300	20	EACH	MOTORCRAFT	BRCF188-189	\$6,000.00
16	Air Conditioning Performance	28	20	EACH	GG	R134A	\$560.00
17	Air Conditioning System	96	20	EACH	PVF	R134A	\$1,920.00
18	Clean Fuel Injectors	76	10	EACH	OTC	7000A-1	\$760.00
19	Remove and replace fuel pump	410	10	EACH	MOTORCRAFT	PFS594	\$4,100.00
20	Replace ABS Control Module	795	10	EACH	FORD	BE522C219H	\$7,950.00
21	Replace Starter	185	10	EACH	MOTORCRAFT	SA950	\$1,850.00
22	Four wheel brake inspection and tire rotation	28	40	EACH	GG	4W1	\$1,120.00
23	Car Starting Battery Service	155	10	EACH	MOTORCRAFT	BXT67R	\$1,550.00
24	Replace Headlight	21	20	EACH	SYLVANIA	H11	\$420.00
25	Replace Turn Signal Light Bulb	11	20	EACH	SYLVANIA	3457	\$220.00
26	Replace Serpentine (Standard) Belts	54	20	EACH	MOTORCRAFT	JK6-833	\$1,080.00
27	Tune Up	194	20	EACH	MOTORCRAFT	SP530,FA1785,28	\$3,880.00
28	Replace Upper Radiator Hose	70	10	EACH	MOTORCRAFT	KM4991	\$700.00
29	Replace Lower Radiator Hose	71	10	EACH	MOTORCRAFT	KM5005	\$710.00
30	Replace Heater Core	496	10	EACH	MOTORCRAFT	HC71	\$4,960.00
31	Oil Change	36	20	EACH	MOTORCRAFT	FL910S,SW20	\$720.00
32	Electronic Steering Gear	1377	10	EACH	FORD	AE323504DE	\$13,770.00
	TOTAL						\$148,530.00

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ATTACHMENT A - QUANTITY AND PRICE SPREADSHEET
 Automotive Maintenance and Repair Services Zones 1-10
 Contract No. 1712-16448 D
 VENDOR: WJL LCL, LLC DBA GORDON'S GARAGE

TOTALS FOR ALL GROUPS						
ITEM NO.	Groups	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL PRICE
1	GROUP A	Ford Crown Victoria, V8 4.6L Engine	1	TOTAL	\$226,665.00	\$226,665.00
2	GROUP B	Chevrolet Impalas V6, 3.8L, 3.5L, or 3.9L Engine	1	TOTAL	\$264,982.00	\$264,982.00
3	GROUP C	Ford E150 4.6L Van	1	TOTAL	\$82,607.00	\$82,607.00
4	GROUP D	Ford E250 and E350 5.4L Van	1	TOTAL	\$95,064.00	\$95,064.00
5	GROUP E	Ford F150 5.4L Pick-Up Truck	1	TOTAL	\$77,718.00	\$77,718.00
6	GROUP F	Ford F250 5.4L Pick-Up Truck	1	TOTAL	\$87,185.00	\$87,185.00
7	GROUP G	Ford F350 5.4L Pick-Up Truck	1	TOTAL	\$81,892.00	\$81,892.00
8	GROUP H	Ford Taurus Police Interceptor Sedans V6, 3.5L	1	TOTAL	\$179,296.00	\$179,296.00
9	GROUP I	Ford Fusion Hybrid Sedans 2.5L	1	TOTAL	\$148,530.00	\$148,530.00
11	All Groups	Labor Not included	1850	HOUR	\$56	\$103,600.00
10	All Groups	Parts Not included	1	EACH	300000	\$300,000.00
Vendors must insert their hourly rate in the highlighted cell in Column 5					TOTAL	\$1,647,539.00

EXHIBIT I

Identification of Subcontractors/Supplier/Subconsultant Form

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
☐ Disqualification
☒ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1712-16448	Date: JULY 19, 2017
Total Bid or Proposal Amount: \$1,647,539.00	Contract Title: AUTOMOBILE MAINTENANCE AND REPAIR SERVICES FOR ZONE 7
Contractor: WJLLCL, LLC DBA GORDON'S GARAGE	Subcontractor/Supplier/ Subconsultant to be added or substitute: VALDES LLC DBA VALDES ENTERPRISES
Authorized Contact for Contractor: WALTER LINDISH	Authorized Contact for Subcontractor/Supplier/ Subconsultant: SHAHIR AHMED
Email Address (Contractor): WALTER.LINDISH@GMAIL.COM	Email Address (Subcontractor): SHAHIR.AHMED@VALDESSUPPLY.COM
Company Address (Contractor): 10303 S. RIDGELAND AVE.	Company Address (Subcontractor): 3177 MacARTHUR BLVD.
City, State and Zip (Contractor): CHICAGO RIDGE, IL 60415	City, State and Zip (Subcontractor): NORTHBROOK, IL 60062
Telephone and Fax (Contractor): 708-424-2100 708-424-2106	Telephone and Fax (Subcontractor): 847-657-6000 847-235-6869
Estimated Start and Completion Dates (Contractor): 7/21/17 - 7/21/20 (CONTRACT RENEWAL DATE)	Estimated Start and Completion Dates (Subcontractor): 7/21/17 - 7/21/20 (CONTRACT RENEWAL DATE)

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
SALE OF ANTIFREEZE, AUTOMOTIVE LUBRICATING OILS & GREASES, AND MOTOR OIL AS NEEDED.	NO WRITTEN CONTRACT

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor **WJLLCL, LLC DBA GORDON'S GARAGE - WALTER LINDISH**
 Name **MANAGER**
 Title **Walter J. Lindish**
 Prime Contractor Signature **WALTER J. LINDISH** Date **JULY 19, 2017**

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
☐ Disqualification
☒ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1712-16448	Date: JULY 19, 2017
Total Bid or Proposal Amount: \$1,647,539.00	Contract Title: AUTOMOBILE MAINTENANCE AND REPAIR SERVICES FOR ZONE 7
Contractor: WJLLCL, LLC DBA GORDON'S GARAGE	Subcontractor/Supplier/ Subconsultant to be added or substitute: SUTTON FORD, INC.
Authorized Contact for Contractor: WALTER LINDISH	Authorized Contact for Subcontractor/Supplier/ Subconsultant: SUE SCHAFROTH
Email Address (Contractor): WALTER.LINDISH@GMAIL.COM	Email Address (Subcontractor): FLEETIL@SUTTONFORD.COM
Company Address (Contractor): 10303 S. RIDGELAND AVE.	Company Address (Subcontractor): 21315 CENTRAL AVE.
City, State and Zip (Contractor): CHICAGO RIDGE, IL 60415	City, State and Zip (Subcontractor): MATTESON, IL 60443
Telephone and Fax (Contractor): (708) 424-2100 (708) 424-2106	Telephone and Fax (Subcontractor): (708) 720-8000 (708) 720-8032
Estimated Start and Completion Dates (Contractor): 7-21-17 - 7/21/20 (CONTRACT RENEWAL DATE)	Estimated Start and Completion Dates (Subcontractor): 7/21/17 - 7/21/20 (CONTRACT RENEWAL DATE)

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
SALE OF NEW OR USED VEHICLE(S) TO CONTRACTOR FOR USE AS COMPANY VEHICLE(S)	NO WRITTEN CONTRACT

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan.** Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor
WJLLCL, LLC DBA GORDON'S GARAGE - WALTER LINDISH
 Name
MANAGER
 Title
Walter J. Lindish
 Prime Contractor Signature **WALTER J. LINDISH** Date **JULY 19, 2017**

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
☐ Disqualification
☒ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1712-16448	Date: JULY 19, 2017
Total Bid or Proposal Amount: \$1,647,539.00	Contract Title: AUTOMOBILE MAINTENANCE AND REPAIR SERVICES FOR ZONE 7
Contractor: WJLLCL, LLC DBA GORDON'S GARAGE	Subcontractor/Supplier/ Subconsultant to be added or substitute: XL TOWING & STORAGE
Authorized Contact for Contractor: WALTER LINDISH	Authorized Contact for Subcontractor/Supplier/ Subconsultant: SHERRY DIVITO
Email Address (Contractor): WALTER.LINDISH@GMAIL.COM	Email Address (Subcontractor): XL TOWING@SBCGLOBAL.NET
Company Address (Contractor): 10303 S. RIDGELAND AVE.	Company Address (Subcontractor): 411 N. WOLCOTT
City, State and Zip (Contractor): CHICAGO RIDGE, IL 60415	City, State and Zip (Subcontractor): CHICAGO, IL 60622
Telephone and Fax (Contractor): 708-424-2100 708-424-2106	Telephone and Fax (Subcontractor): 773-434-9731 312-276-8941-FAX
Estimated Start and Completion Dates (Contractor): 7/21/17 - 7/21/20 (CONTRACT RENEWAL DATE)	Estimated Start and Completion Dates (Subcontractor): 7/21/17 - 7/21/20 (CONTRACT RENEWAL DATE)

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
PROVIDE TOWING SERVICES AS NEEDED.	NO WRITTEN CONTRACT

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan.** Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor **WJLLCL, LLC DBA GORDON'S GARAGE - WALTER LINDISH**
 Name **MANAGER**
 Title **Walter J. Lindish** **JULY 19, 2017**
 Prime Contractor Signature **WALTER J. LINDISH** Date

EXHIBIT II

Electronic Payables Program Form

OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")

FOR INFORMATION PURPOSES ONLY

This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark
Street, Room 500, Chicago, IL 60602.

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

1. Improved cash flow and accelerated payment
2. Reduced paperwork and a more streamlined accounts receivable process
3. Elimination of stop payment issues
4. Reduced payment delays
5. Reduced costs for handling paper checks
6. Payments settled directly to your merchant account

There are two options within this initiative:

• **Dedicated Credit Card – "PULL" Settlement**

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

• **One-Time Use Credit Card – "SUGA" Settlement**

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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EXHIBIT III

Preference for Veteran's Business Enterprise and Service-Disabled Veteran's Business Enterprise Form

VETERAN'S PREFERENCE FOR VBE AND SDVBE

INSTRUCTIONS

In accordance with Section 34-236(b) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of **five percent of the amount of the Contract** to a Responsible and Responsive Veterans Owned Business Enterprise (VBE) and Service Disabled Veterans Business Enterprise (SDVBE) requesting a preference for Bids. **All Bidders who are requesting this preference must complete the form, and attach a copy of its certification. Prior to applying the five percent preference, the CPO must receive approval from the Contract Compliance Director (CCD) that the Bidder is a qualified VBE or SDVBE.**

DEFINITIONS

Veteran-owned Business Enterprise (VBE) means a small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Eligible Veterans; (ii) that has its home office in Illinois, as certified by the Contract Compliance Director (CCD) under policies and procedures promulgated by the CCD.

Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

Armed forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

Service-Disabled Veteran-owned Business Enterprise (SDVBE) means a small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans; (ii) that has its home office in Illinois, as certified by the CCD under policies and procedures promulgated by the CCD.

Service-Disabled Veteran means an Eligible Veteran who has been found to have 10 percent or more service connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.

Service-connected disability means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(16).

Small Business means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, as related to the nature of the work the Person seeks to perform on Contracts. A Person is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the Person's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

REQUEST FOR PREFERENCE

N/A

Bidder is requesting to receive a preference as a VBE. By requesting this preference, Bidder certifies that it meets the definition of a VBE, as set forth above and has included a copy of its certification.

N/A

Bidder is requesting to receive a preference as a SDVBE. By requesting this preference, Bidder certifies that it meets The definition of a SDVBE, as set forth above and has included a copy of its certification.

N/A

Bidder (please print or type)

N/A

Signature

N/A

E-mail address

Subscribed to and sworn before me
this ____ day of _____, 20____.

x _____
Notary Public Signature

V-1

N/A

Title

N/A

Date

N/A

Phone Number

My commission expires:

N/A

Notary Seal

July/2016

EXHIBIT IV

Veteran's Workplace Preference Public Works Contracts Form

**AFFIDAVIT
VETERAN'S WORKPLACE PREFERENCE PUBLIC WORKS CONTRACTS**

INSTRUCTIONS

In accordance with Section 34-236(a) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of **one percent of the amount of the Contract** to a Responsible and Responsive Contractor for a Public Works Contract when such Contractor has committed by affidavit to utilize Eligible Veterans for at least five percent of the hours worked under such Contract. Failure to utilize Eligible Veterans in accordance with the affidavit will result in breach of contract. **All Bidders who are requesting this preference must complete this Affidavit.**

DEFINITIONS

Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

Armed forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

Public Works means all fixed works constructed or demolished by the County, or paid for wholly or in part out of public funds administered by the County. "Public Works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through federal or State government, or the County. "Public Works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multifamily residence. "Public Works" includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

I, N/A, being first duly sworn, do depose and state as follows:

1. I am the authorized representative and I have the authority to make this Affidavit for and on behalf of the Bidder.
2. The Bidder is requesting the CPO grant a preference of one percent of the amount of the Contract in accordance with Section 34-236(a) of the Cook Procurement Code, as set forth above.
3. In accordance with the Cook County Procurement Code, the Bidder shall commit to utilize Eligible Veterans for at least five percent of the hours worked under the Contract. The Eligible Veterans must be employed directly by the Bidder.
4. The Bidder shall be solely responsible for requesting all persons to provide Bidder with appropriate documentation to ensure that such person(s) is an Eligible Veteran, as defined above. Bidder certifies, that by seeking this preference, it shall maintain appropriate documentation, including payroll records, which show the number of hours worked by Eligible Veterans.
5. The Bidder certifies, affirms and acknowledges that the failure to utilize Eligible Veterans in accordance with this Affidavit will result in a breach of contract, which will allow the County to seek all rights and remedies as set forth in the Contract and any other appropriate remedies available in equity or at law.

N/A
Bidder (please print or type)

N/A
Signature

N/A
E-mail address

N/A
Title

N/A
Date

N/A
Phone Number

Subscribed to and sworn before me
this ____ day of _____, 20____

My commission expires:

X N/A
Notary Public Signature

N/A
Notary Seal

EXHIBIT VI

Minority-Owned Business Enterprise and Women-Owned Business Enterprise Utilization Plan



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

RICHARD R. BOYKIN

1st District

DENNIS DEER

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

JOAN PATRICIA MURPHY

6th District

JESUS G. GARCIA

7th District

LUIS ARROYO, JR

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

October 4, 2017

Ms. Shannon E. Andrews
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 1712-16448D
Automobile Maintenance and Repair Services for Zones 1-10
Sheriff's Office

Dear Ms. Andrews:

The following bid for the above-referenced contract has been reviewed for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

Bidder: Gordon's Garage
Contract Value: \$1,647,539.00
Contract Goal: 25% MBE, 10% WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)</u>	<u>Commitment (Indirect)</u>
Valdes Enterprises	MBE(8)	City of Chicago	6%	
Sutton Ford, Inc.	MBE (6)	Cook County		3%
XL Towing & Storage	WBE(7)	City of Chicago	1%	
			<u>7%</u>	<u>3%</u>

Partial) Waiver Granted: Due to lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. The vendor engaged MBEs & WBEs for direct/indirect participation.

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Revised MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/la

cc: Kenneth Czulno, Sheriff's Office

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- ☐ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- ☐ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyil.gov/contractcompliance)
- ☒ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

II. ☒ Direct Participation of MBE/WBE Firms ☐ Indirect Participation of MBE/WBE Firms

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: VALDES LLC DBA VALDES ENTERPRISES
 Address: 3177 MACARTHUR BLVD. NORTHBROOK, IL 60062
 E-mail: SHAHIR.AHMED@VALDES SUPPLY.COM
 Contact Person: SHAHIR AHMED Phone: 847-657-6000
 Dollar Amount Participation: \$ _____
 Percent Amount of Participation: 6% - SIX PERCENT %
 *Letter of Intent attached? Yes ☒ No _____
 *Current Letter of Certification attached? Yes ☒ No _____

MBE/WBE Firm: _____
 Address: _____
 E-mail: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percent Amount of Participation: _____ %
 *Letter of Intent attached? Yes _____ No _____
 *Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.

MBE/WBE LETTER OF INTENT - FORM 2MAWBE Firm: VALDES LLC, d/b/a
Valdes EnterprisesCertifying Agency: City of ChicagoContact Person: Shahir AhmedCertification Expiration Date: 1/15/2020Address: 3177 MacArthur Blvd.Ethnicity: MBECity/State: Northbrook Zip: 60062Bid/Proposal/Contract #: BID #1712-16448Phone: (847) 657-6000 Fax: _____FEIN #: 27-4116029Email: shahir.ahmed@valdessupply.comParticipation: ☒ Direct ☐ Indirect

Will the MAWBE firm be subcontracting any of the goods or services of this contract to another firm?

☒ No ☐ Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned MAWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe MAWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Sale of antifreeze, automotive lubricating oils and greases.
and motor oil, to ContractorIndicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:
Six percent (6%)Payments made upon delivery or as billed

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Signature (MAWBE)

Signature (Prime Bidder/Proposer)

Shahir Ahmed

Walter J. Lindish, Manager

Print Name

Print Name

VALDES LLC, d/b/a

WJLLCL, LLC, d/b/a

Valdes Enterprises

GORDON'S GARAGE

Firm Name

Firm Name

Date

Date

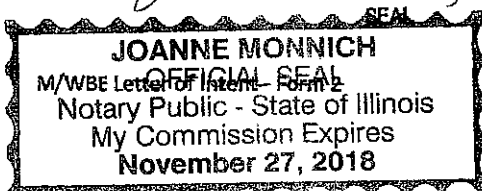
Subscribed and sworn before me

Subscribed and sworn before me

this 17th day of July, 20 17.this 7th day of July, 20 17.

Notary Public

Notary Public





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JAN 16 2015

Shahir Ahmed
Valdes LLC
3177 MacArthur Blvd.
Northbrook, IL 60062

Dear Shahir Ahmed:

We are pleased to inform you that **Valdes LLC** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This MBE certification is valid until **1/15/2020**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **1/15/2016, 1/15/2017, 1/15/2018, and 1/15/2019**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **1/15/2020**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **11/15/2019**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

JAN 16 2015**Valdes LLC****Page 2 of 3**

† Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

- 423220 - Cups, plastics (except disposable), merchant wholesalers
- 423220 † Kitchen utensils, household-type, merchant wholesalers
- 423220 † Napkins (except paper) merchant wholesalers
- 423220 † Towels and washcloths merchant wholesalers
- 423440 - Kitchen utensils, commercial, merchant wholesalers
- 423450 - Industrial safety devices (e.g., eye shields, face shields, first-aid kits) merchant wholesalers
- 423620 - Laundry machinery and equipment, household-type (e.g., dryers, washers), merchant wholesalers
- 423620 - Vacuum cleaners, household-type, merchant wholesalers
- 423710 - Hardware (except motor vehicle) merchant wholesalers
- 423850 - Floor maintenance equipment merchant wholesalers
- 423850 - Janitorial equipment and supplies merchant wholesalers
- 424120 - Pens, writing, merchant wholesalers
- 424130 - Bags, paper and disposable plastics, merchant wholesalers
- 424130 - Containers, paper and disposable plastics, merchant wholesalers
- 424130 - Eating utensils, disposable plastics, merchant wholesalers
- 424130 - Napkins, paper, merchant wholesalers
- 424130 - Paper bags merchant wholesalers
- 424130 - Tissue paper, toilet and facial, merchant wholesalers
- 424130 - Toilet tissue merchant wholesalers
- 424690 - Antifreeze merchant wholesalers

JAN 16 2015

Valdes LLC

Page 3 of 3

- 424690 - Automotive chemicals (except lubricating greases, lubrication oils) merchant wholesalers
- 424690 - Bleaches merchant wholesalers
- 424690 - Detergents merchant wholesalers
- 424690 - Oil additives merchant wholesalers
- 424720 - Lubricating oils and greases merchant wholesalers (except bulk stations, terminals)
- 424720 - Oil, petroleum, merchant wholesalers (except bulk stations, terminals)
- 424720 - Petroleum and petroleum products merchant wholesalers (except bulk stations, terminals)
- 424990 - Bags, textile, merchant wholesalers

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer
JLR/jk

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions - Section 19.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- ☐ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- ☐ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available online at www.cookcountynil.gov/contractcompliance)
- ☒ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent - Form 2).

II. ☒ Direct Participation of MBE/WBE Firms

☒ Indirect Participation of MBE/WBE Firms

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: SUTTON FORD, INC.

Address: 21315 CENTRAL AVE. MATTESON, IL 60443

E-mail: FLEET IL @ SUTTONFORD.COM

Contact Person: SUE SCHAFROTH Phone: 708-720-8032

Dollar Amount Participation: \$ _____

Percent Amount of Participation: 3% - THREE PERCENT %

*Letter of Intent attached? Yes ☒ No _____
 *Current Letter of Certification attached? Yes ☒ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
 *Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.

MBE/WBE LETTER OF INTENT - FORM 2M/WBE Firm: SUTTON FORD, INC.Certifying Agency: Chicago Minority Supplier Development CouncilContact Person: Sue SchafrothCertification Expiration Date: 10/31/2017Address: 21315 Central Avenue

Ethnicity: _____

City/State: Matteson Zip: 60443Bid/Proposal/Contract #: BID #1712-16448Phone: (708) 720-8032 Fax: _____

FEIN #: _____

Email: fleet1@suttonford.comParticipation: ☒ Direct☒ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

[X] No [] Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Sale of new or used vehicle(s) to Contractor for use as company vehicle(s)Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:Three percent (3%)Payment made upon purchase of company vehicle(s).

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook, (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Signature (M/WBE)

Sue Schafroth

Print Name

SUTTON FORD, INC.

Firm Name

Date

Subscribed and sworn before me

this 19th day of July, 20 17

Notary Public

Mary A Gocal

M/WBE Letter of Intent

OFFICIAL SEAL
MARY A GOCAL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/30/17

Signature (Prime Bidder/Proposer)

Walter J. Lindish, Manager

Print Name

WJLLCL, LLC, d/b/aGORDON'S GARAGE

Firm Name

Date

Subscribed and sworn before me

this 17th day of July, 20 17

Notary Public

Debra L Linkowski

OFFICIAL SEAL
DEBRA L. LINKOWSKI
Notary Public - State of Illinois
My Commission Expires 11/17/2018



CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

SUTTON FORD, INC.

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the Chicago Minority Supplier Development Council.

****NAICS Codes: 441110**

****Description of their products/services as defined by the North American Industry Classification System (NAICS)**

Product/Service Description: DISTRIBUTOR OF MOTOR VEHICLES

10/31/2016

Issued Date

CH592

Certificate Number

10/31/2017

Expiration Date

President, ChicagoMSDC

THIS CERTIFIES THAT

SUTTON FORD, INC.



* Nationally certified by the: **CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL**

* NAICS Code(s): **441110**

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

10/31/2016

Issued Date

CH02386

Certificate Number

10/31/2017

Expiration Date

Jose B. Wright-Lacy
Jose B. Wright-Lacy

Sheila C. Morgan
Sheila C. Morgan

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

* MBES certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

Certify, Develop, Connect, Advocate.

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- ☐ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- ☐ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountylil.gov/contractcompliance)
- ☒ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

II. ☒ **Direct Participation of MBE/WBE Firms** ☐ **Indirect Participation of MBE/WBE Firms**

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: XL TOWING & STORAGE

Address: 411 N. WOLCOTT CHICAGO, IL 60622

E-mail: XL TOWING @ SBC GLOBAL.NET

Contact Person: SHERRY DI VITO Phone: 708-434-9731

Dollar Amount Participation: \$ _____

Percent Amount of Participation: 1% - ONE PERCENT %

*Letter of Intent attached? Yes ☒ No _____

*Current Letter of Certification attached? Yes ☒ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

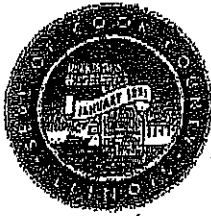
Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.

**TONI PRECKWINKLE**

PRESIDENT

Cook County Board
of Commissioners

RICHARD R. BOYKIN

1st District

ROBERT STEELE

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

JOAN PATRICIA MURPHY

6th District

JESUS G. GARCIA

7th District

LUIS ARROYO JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

ELIZABETH ANN DOODY GORMAN

17th District

COUNTY OF COOK BUREAU OF FINANCE
OFFICE OF CONTRACT COMPLIANCE
JACQUELINE GOMEZ, DIRECTOR

118 N Clark, Room 1020 | Chicago, Illinois 60602-1304 | Tel (312) 603-5502

July 1, 2015

Ms. Sherry DiVito, President
XL Towing & Storage, Inc.
3565 West Columbus Avenue
Chicago, IL 60652-2539

Annual Certification Expires: July 1, 2016

Dear Ms. DiVito:

Congratulations on your continued eligibility for Certification as Women-owned Business Enterprise (WBE) by Cook County Government. This certification is valid until July 1, 2020; however, you must re-validate your firm's certification annually.

As a condition of continued Certification during the five (5) year term, you must file an annual **"No Change Affidavit"** within sixty (60) business days prior to the date of the annual expiration. Failure to file this Affidavit may result in the termination of your Certification. You must notify Cook County's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within fifteen (15) business days of such change.

Cook County Government may commence action to remove your firm as a certified vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

Transportation: Full Service Towing/Recovery/Roadside Assistance Company

Your firm's participation on Cook County contracts will be credited toward WBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward WBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez
Contract Compliance Director
JG/ek

MBE/WBE LETTER OF INTENT - FORM 2M/WBE Firm: XL TOWING & STORAGECook County Government
Certifying Agency: Office of Contract ComplianceContact Person: Sherry DiVitoCertification Expiration Date: 7/1/2020Address: 3565 W. Columbus Ave.

Ethnicity: _____

City/State: Chicago Zip: 60652Bid/Proposal/Contract #: BID #1712-16448Phone: (773) 434-9731 Fax: (773) 276-8941FEIN #: 20-2029944Email: xl towing@sbcglobal.netParticipation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☒ No ☐ Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Provide towing services, as neededIndicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:One percent (1%)Payments are made monthly on account, or as billed

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Sherry DiVito

Print Name

XL TOWING & STORAGE

Firm Name

Date

Subscribed and sworn before me

this 17 day of July, 2017

Notary Public

Signature (Prime Bidder/Proposer)

Walter J. Lindish, Manager

Print Name

WJLLCL, LLC, d/b/aGORDON'S GARAGE

Firm Name

7/17/17

Date

Subscribed and sworn before me

this 17th day of July, 2017

Notary Public



PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION - FORM 3**A. BIDDER/PROPOSER HEREBY REQUESTS:**☐ FULL MBE WAIVER☐ FULL WBE WAIVER☒ REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)19 % of Reduction for MBE Participation9 % of Reduction for WBE Participation*WJH***B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.



(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)



(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)



(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)



(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Attach of copy written solicitations made)



(2) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)



(3) Timely notified and used the services and assistance of community, minority and women business organizations. (Attach of copy written solicitations made)



(4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Attach supporting documentation)



(5) Engaged MBEs & WBEs for direct/indirect participation. (Please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

WJLLCL, LLC
d/b/a Gordon's Garage
10303 South Ridgeland Avenue
Chicago Ridge, IL 60415
(708) 424-2100
(708) 424-2106 (Fax)

July 17, 2017

Cook County Office of Contract Compliance
118 N. Clark St., Room 1020
Chicago, IL 60602

Re: Automobile Maintenance and Repair for Zone 7
Contract Bid No. 1712-16448

Dear Sir or Madam:

In 2012, Gordon's Auto Repair was awarded Contract No. 11-53-185D (Zone 4) and 11-53-185E (Zone 5) for two separate business locations. Its owner, Roy G. Gilkison, died in 2013, and a probate estate was opened to continue the operation of the business. The County granted 2 successive contract extensions, and the original contract terminated by its own terms on July 14, 2017.

In November, 2016, the estate sold the assets of the Alsip operation to me (which I moved to Chicago Ridge). The estate sold the assets of the Western Avenue operation to other family members.

Cook County entered into a Novation Agreement with my company to continue to service Contract 11-53-185E. Last year, I exercised the last one-year option to renew. That contract amendment expired on July 14, 2017 and my company now wishes to bid on a new contract under Bid No. 1712-16448.

I managed the Alsip operation for the prior owner since 2012 and continued to manage the business for the estate. We acknowledge the failure in prior years to meet Cook County's MBE/WBE participation goals, but certain factors inhibit us from reaching our projected goals in our bid for a new contract:

Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. I believe that the auto repair industry is at a distinct disadvantage. The business requires very few services, although there are plenty of MBE/WBE certified service providers available. What we need is MBE/WBE certified distributors and resellers of automobile repair and replacement parts, materials, and equipment. As we have reported, there is a serious shortage of MBEs/WBEs in our industry. We communicated this to Mr. Sergio Silva when he first contacted us in 2015. We have since communicated with Ms. Aleatha Easley and Sandra Moses-Potts in an effort to reduce MBE/WBE participation goals.

The County contract requires our business to use 'original equipment manufacturer' (*OEM*) parts to repair County vehicles, especially Sheriff's and State's Attorneys' vehicles.

Many of the *OEM* parts are sold only by new car dealers. In prior years, the business was able to buy Ford replacement/repair parts, for instance, from Sutton Ford, of Matteson, Illinois. They were included in the original Utilization Plans. However, they are no longer MBE-certified as a seller of auto parts.

After-market repair and replacement parts -- where permitted for County vehicles -- can be purchased from a number of suppliers besides car dealers -- but they are not MBE or WBE certified. One such supplier, MAP Automotive, of Alsip, Illinois, is the largest provider of after-market parts in the area. We buy from them on a regular basis. However, MAP Automotive is neither MBE nor WBE certified.

Certain jobs need to be outsourced because we do not provide that service. For instance, if a vehicle needs tires, we send it to Cassidy Tire. For transmission work, we subcontract with Turbine Transmission. All wheel alignments go to Marquette Frame. While they each provide a vital service, none of these companies is MBE or WBE certified.

We appear to be limited to the following vendors:

- **Alko Automotive**, a WBE certified parts supplier. Unfortunately, Alko Automotive went out of business in early 2017.
- **Sutton Ford**, an MBE certified auto dealer. Sutton Ford is no longer certified to sell automobile repair and/or replacement parts.
- **XL Towing & Storage, Inc.** We have used XL Towing exclusively for all towing services. They were part of the Utilization Plan in the original contract and we are including them in our Utilization Plan in our bid for a new contract.
- **Valdes LLC, d/b/a Valdes Enterprises.** About 6 months ago, we learned that this MBE can provide us with antifreeze, oils and greases. We are very satisfied with their products and will continue to do business with Valdes. Valdes was included in the Utilization Plan for the last contract amendment and we are including them in our current bid for a new contract.

We have also learned that another parts supplier, APA WD (formerly Olympic) has applied for, but has not yet been granted, MBE certification. Once APA WD becomes certified, we can modify our Utilization Plan to add them to our contract.

Good faith efforts to obtain MBE/WBE participation. We have searched the Cook County Diversity Management System, M/W/VBE Directory for MBE/WBE certified suppliers and service providers. Because there isn't a specific category for "auto repair and replacement parts and services," we used the following search terms:

A search for "auto" turned up 51 certified businesses. Many of the vendors listed in this category are either auto or truck repair shops. One vendor on the list sells OEM parts but is located too far away, in Addison, Illinois, to provide us with fast delivery service.

- A search for "towing service" turned up 4 certified businesses.
- A search for "wheel alignment" turned up 1 certified business.
- A search for "seller of automotive parts" turned up 0 certified businesses.
- A search for "auto repair parts" turned up 0 certified businesses.
- A search for "OEM auto parts" turned up 0 certified businesses.
- A search for "auto parts" turned up 0 certified businesses.

We have, in fact, tried some of the MBE/WBE suppliers listed in the directory but either they could not provide the parts we needed or their services did not meet our standards.

The following MBEs and WBEs were rejected:

1. Brad's Tire, Inc. The Chicago Ridge operation (11-53-185E) once used this tire shop because they were located nearby. The prices at Brad's Tire, Inc. were very high and their alignments were expensive and unsatisfactory. Since then, there has been little or no need to replace tires on County vehicles.

2. Carson's Tire Service. This is mainly an auto repair business and not a tire wholesaler at all.

3. Cesar's Equipment Co., Inc. This business is categorized under industrial equipment and supplies/repairs.

4. Leader Automotive. This MBE is located in Glenview, Illinois, approximately 40 miles from our locations. This supplier offers only a very limited number of parts and will not deliver to us.

5. Majestic Auto Glass. This supplier would be ineffective because we do not do any glass work for the County, nor do we do nearly enough glass work in general to consider using them as a supplier.

6. Roseland Auto Parts LLC. This business is no longer in the MBE/WBE directory. We bought parts from Roseland in the past but not for County vehicles since they do not offer OEM parts; many of the parts they sell are inferior and do not meet our repair standards for County vehicles or for private customers' vehicles.

7. Sergio's Tire Diesel & Auto. This business is also mainly heavy duty diesel repair and tires and has no bearing on the work we do for the County.

8. Southwest Spring, Inc. At one time, both Gordon's Auto Repair locations used Southwest Spring for all wheel alignment work. Southwest Spring is a certified MBE – but the work proved unsatisfactory. And because this certified MBE is not located near the Chicago Ridge location, that shop would lose the use of an employee for at least two hours, plus travel time. In the end, it was not cost-effective to do business with this supplier.

9. Spring Align of Palatine. This business is a division of Southwest Spring, Inc. If we were forced to use an MBE or WBE for alignment services, we would prefer to go back to Southwest Spring.

10. Steve's Equipment Services, Inc. This business is located in West Chicago. Not only is the distance too great but this is an industrial equipment repair and supply company. We would have no need for their supplies or services.

I think it bears repeating – we are unlikely to meet higher participation goals with so few MBEs/WBEs available to us.

However, we are very mindful of the MBE/WBE goals set by the County and take our responsibility seriously. To that end, we have included Sutton Ford in the Utilization Plan in our bid. Although they are no longer certified to sell repair/replacement parts, we can buy another company car for credit toward our goals.


We will also continue to look for new vendors and make every effort to modify these goals if we find MBEs/WBEs to add to our Utilization Plan.

July 17, 2017
Page 5

For all these reasons, we ask that you grant our Petition for Reduction/Waiver of MBE/WBE Participation, in the event that we are awarded the Cook County Contract.

Very truly yours,

WJLLCL, LLC
d/b/a Gordon's Garage



Walter J. Lindish IV
Manager

walterlindish@gmail.com

EXHIBIT V

Board Approval



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #: 17-5223 **Version:** 1 **Name:** Various Vendors for Auto Repair Zones 1, 5, 6, 7, 9/10
Type: Contract **Status:** Approved
File created: 9/8/2017 **In control:** Board of Commissioners
On agenda: 11/15/2017 **Final action:** 11/15/2017
Title: PROPOSED CONTRACT

Department(s): Cook County Sheriff's Office

Vendor:

Zone 1 - Motta's Auto Service, Schaumburg, Illinois
Zone 5 - Auto Experts of Oak Park, Oak Park, Illinois
Zone 6 - Viking II d/b/a Gordon's on Western, Chicago, Illinois
Zone 7 - WJL LCL, LLC d/b/a Gordon's Garage, Chicago Ridge, Illinois
Zones 9 & 10 - URT E&R Towing, Inc., Markham, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Automobile Maintenance and Repair Services

Contract Value:

Total Combined Contract Value: \$10,486,412.24
Zone 1 - \$2,289,497.30 (Motta's Auto Service)
Zone 5 - \$1,288,270.00 (Auto Experts of Oak Park)
Zone 6 - \$1,568,530.00 (Viking II d/b/a Gordon's on Western)
Zone 7 - \$1,647,539.00 (WJL LCL, LLC d/b/a Gordon's Garage)
Zones 9 & 10 - \$3,692,575.94 (URT E&R Towing, Inc.)

Contract period: 12/1/2017 - 11/30/2020 with two (2), one-year renewal options

Potential Fiscal Year Budget Impact: FY 2018 \$3,495,470.75, FY 2019 \$3,495,470.75, FY 2020 \$3,495,470.74

Accounts: 499-444

Contract Number(s):

Zone 1 - 1712-16448A
Zone 5 - 1712-16448B
Zone 6 - 1712-16448C
Zone 7 - 1712-16448D
Zones 9 & 10 - 1712-16448E

Concurrences:

The vendor has met the Minority-and Women-owned Business Enterprise Ordinance via direct participation and partial MWBE waiver.

Zone 1 - 1712-16448A
Zone 6 - 1712-16448C
Zone 7 - 1712-16448D
Zone 9 & 10 - 1712-16448E

The vendor has met the Minority-and Women-owned Business Enterprise Ordinance via full MWBE waiver with indirect participation.

Zone 5 - 1712-16448B

The Chief Procurement Officer concurs.

Summary: Contracts with the various vendors listed, will allow for the Cook County Sheriff's Vehicle Services Department to continue to provide automobile maintenance and repair services for the vehicle fleets of 26 County agencies.

Competitive bidding procedures were followed in accordance with the Cook County Procurement Code. Each awarded vendor was the lowest, responsive and responsible bidder in its Zone.

Sponsors:

Indexes: THOMAS J. DART, Sheriff of Cook County

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
11/15/2017	1	Board of Commissioners	approve	Pass

PROPOSED CONTRACT

Department(s): Cook County Sheriff's Office

Vendor:

Zone 1 - Motta's Auto Service, Schaumburg, Illinois

Zone 5 - Auto Experts of Oak Park, Oak Park, Illinois

Zone 6 - Viking II d/b/a Gordon's on Western, Chicago, Illinois

Zone 7 - WJL LCL, LLC d/b/a Gordon's Garage, Chicago Ridge, Illinois

Zones 9 & 10 - URT E&R Towing, Inc., Markham, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Automobile Maintenance and Repair Services

Contract Value:

Total Combined Contract Value: \$10,486,412.24

Zone 1 - \$2,289,497.30 (Motta's Auto Service)

Zone 5 - \$1,288,270.00 (Auto Experts of Oak Park)

Zone 6 - \$1,568,530.00 (Viking II d/b/a Gordon's on Western)

Zone 7 - \$1,647,539.00 (WJL LCL, LLC d/b/a Gordon's Garage)

Zones 9 & 10 - \$3,692,575.94 (URT E&R Towing, Inc.)

Contract period: 12/1/2017 - 11/30/2020 with two (2), one-year renewal options

Potential Fiscal Year Budget Impact: FY 2018 \$3,495,470.75, FY 2019 \$3,495,470.75, FY 2020 \$3,495,470.74

Accounts: 499-444

Contract Number(s):

Zone 1 - 1712-16448A

Zone 5 - 1712-16448B

Zone 6 - 1712-16448C
Zone 7 - 1712-16448D
Zones 9 & 10 - 1712-16448E

Concurrences:

The vendor has met the Minority-and Women-owned Business Enterprise Ordinance via direct participation and partial MWBE waiver.

Zone 1 - 1712-16448A
Zone 6 - 1712-16448C
Zone 7 - 1712-16448D
Zone 9 & 10 - 1712-16448E

The vendor has met the Minority-and Women-owned Business Enterprise Ordinance via full MWBE waiver with indirect participation.

Zone 5 - 1712-16448B
The Chief Procurement Officer concurs.

Summary: Contracts with the various vendors listed, will allow for the Cook County Sheriff's Vehicle Services Department to continue to provide automobile maintenance and repair services for the vehicle fleets of 26 County agencies.

Competitive bidding procedures were followed in accordance with the Cook County Procurement Code. Each awarded vendor was the lowest, responsive and responsible bidder in its Zone.

EXHIBIT VI

Economic Disclosure Statement Forms, *including Contract and EDS Signature Pages*

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

N/A

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: ☒ No: ☐

- b) If yes, list business addresses within Cook County:

10303 S. RIDGELAND AVE. CHICAGO RIDGE, IL 60415

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: ☒ No: ☐

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): 28-29-112-001-0000

24-26-102-079-1011

24-17-100-001-0000

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) ☐ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name WJL LCL, LLC DBA GORDON'S GARAGE

D/B/A: GORDON'S GARAGE FEIN # Only: 81-3733475

Street Address: 10303 SOUTH RIDGELAND AVENUE

City: CHICAGO RIDGE State: IL Zip Code: 60415

Phone No.: 708-424-2100 Fax Number: 708-424-2106 Email: WALTERLINDISH@GMAIL.COM

Cook County Business Registration Number: _____

(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): (ILLINOIS) 05084989

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☒ Other (describe): ILLINOIS LIMITED LIABILITY COMPANY

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
WALTER J. LINDISH	17003 GAYNELLE RD. TINLEY PARK, IL 60477	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? ☐ Yes ☒ No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
WALTER J. LINDISH	17003 GAYNELLE RD. TINLEY PARK, IL 60477	MANAGER	PERPETUAL *

* SOLELY OWNED LIMITED LIABILITY COMPANY WHOSE MANAGER IS THE OWNER.

Declaration (check the applicable box):

- ☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☐ Applicant or ☒ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name Walter J Lindish IV

D/B/A: _____ FEIN # Only: 81-3733475

Street Address: 10303 S Ridgeland Ave

City: Chicago Ridge

State: IL

Zip Code: 60415

Phone No.: 708-424-2100

Fax Number: 708-424-2106

Email: WalterLindish@gmail.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Walter Lindish IV	10303 S Ridgeland Ave Chicago Ridge, IL 60415	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
NA		

3. Is the Applicant constructively controlled by another person or Legal Entity? [☐] Yes [☐] No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
NA			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
NA			

Declaration (check the applicable box):

- ☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☒ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

WJL LCL, LLC DBA GORDON'S GARAGE
(AN ILLINOIS LIMITED LIABILITY COMPANY)

Name of Authorized Applicant/Holder Representative (please print or type)

Walter Lindish
Signature **WALTER LINDISH**

WALTER LINDISH@GMAIL.COM
E-mail address

MANAGER
Title

07-19-2017
Date

Date

708-424-2100
Phone Number

Phone Number

Subscribed to and sworn before me
this 19th day of July, 2017

X

[Signature]
Notary Public Signature

My commission expires:



Notary Seal

Notary Public - State of Illinois
My Commission Expires 11/17/2018



COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: WJLLCL, LLC DBA GORDON'S GARAGE
WALTER LINDISH CHICAGO RIDGE, IL
 Address of Person Doing Business with the County: 10303 S. RIDGELAND AVE. 60415
 Phone number of Person Doing Business with the County: 708-424-2100
 Email address of Person Doing Business with the County: WALTER LINDISH @ GMAIL.COM

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

WALTER J. LINDISH, MANAGER
(708) 424-2100, WALTER LINDISH @ GMAIL.COM

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

CONTRACT # 1712-16448 AUTOMOBILE MAINTENANCE AND REPAIR SERVICES FOR ZONE 7

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 1,647,539.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

KENNETH J. CZULNO, BUDGET MANAGER, SHERIFF'S DEPT. - VEHICLE SERVICES
(773) 843-6028 (OFFICE) (773) 843-6058 (FAX)

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: KENNETH J. CZULNO, BUDGET MANAGER, SHERIFF'S DEPT. -

VEHICLE SERVICES (773) 843-6028 (OFFICE) (773) 843-6058 (FAX)

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is an **individual** and there is a **familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

If more space is needed, attach an additional sheet following the above format.

- ☐ The Person Doing Business with the County is a **business entity** and there is a **familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	-------------------------------------

N/A

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	-------------------------------------

N/A

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	-------------------------------------

N/A

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

Date

JULY 19, 2017

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 -- Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 1712-16448

County Using Agency (requesting Procurement): VARIOUS COOK COUNTY AGENCIES, VEHICLE SERVICES

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): WJL LCL, LLC DBA GORDON'S GARAGE

Substantial Owner Complete Name: WALTER J. LINDISH IV

FEIN# 81-3733475

Date of Birth: _____

E-mail address: WALTER.LINDISH@GMAIL.COM

Street Address: 17003 GAYNELLE RD.

City: TINLEY PARK

State: IL

Zip: 60477

Home Phone: _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **NO**

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **NO**

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **NO**

Employee Classification Act, 820 ILCS 185/1 et seq., YES or **NO**

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **NO**

Any comparable state statute or regulation of any state, which governs the payment of wages YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or **NO**

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or **NO**

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or **NO**

Other factors that the Person or Substantial Owner believe are relevant.
YES or **NO**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Walter J. Lindish IV Date: 07-31-2017

Name of Person signing (Print): Walter J Lindish IV Title: Manager

Subscribed and sworn to before me this 31st day of July, 2017

X [Signature]
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 1712-16448

County Using Agency (requesting Procurement): Cook County Vehicle Services Department

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): _____

Substantial Owner Complete Name: Walter John Lindish IV

FEIN# 81-3733475

Date of Birth: _____

E-mail address: WalterLindish@gmail.com

Street Address: 10303 S Ridgeland Ave

City: Chicago Ridge

State: IL

Zip: 60415

Home Phone: (708) _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **NO**

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **NO**

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **NO**

Employee Classification Act, 820 ILCS 185/1 et seq., YES or **NO**

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **NO**

Any comparable state statute or regulation of any state, which governs the payment of wages YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

N/A

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or **NO**

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or **NO**

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or **NO**

Other factors that the Person or Substantial Owner believe are relevant.
YES or **NO**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Walter J. Lindish II Date: 07-19-2017

Name of Person signing (Print): WALTER J. LINDISH II Title: MANAGER

Subscribed and sworn to before me this 19th day of July, 2017

X [Signature]
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Corporation's Name

President's Printed Name and Signature

Telephone

Email

Secretary Signature

Date

WSL LCL, LLC DBA GORDON'S GARAGE Execution by LLC

(AN ILLINOIS LIMITED LIABILITY COMPANY)

LLC Name

WALTER LINDISH, MANAGER *Walter Lindish*

*Member/Manager Printed Name and Signature

Date

JULY 19, 2017

(708) 424-2100 WALTERLINDISH@GMAIL.COM

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Date

Telephone

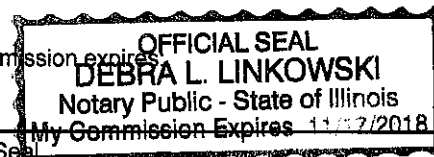
Email

Subscribed and sworn to before me this

19th day of July, 2017

Notary Public Signature

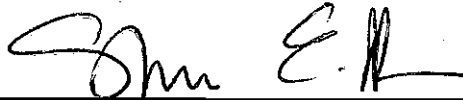
My commission expires



Notary Seal

**SECTION 6
COOK COUNTY SIGNATURE PAGE**

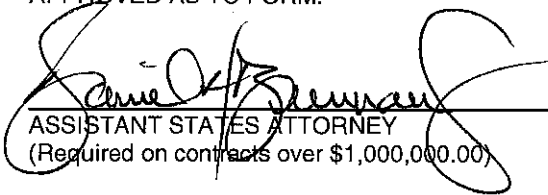
ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 11 DAY OF December, 2017

APPROVED AS TO FORM:



ASSISTANT STATES ATTORNEY
(Required on contracts over \$1,000,000.00)

CONTRACT TERM & AMOUNT

1712-16448D

CONTRACT #

December 1, 2017 through November 30, 2020

ORIGINAL CONTRACT TERM

two, one-year renewal options

RENEWAL OPTIONS (If Applicable)

\$1,647,539.00

CONTRACT AMOUNT

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

11/15/2017

COOK COUNTY BOARD APPROVAL DATE (If Applicable)

NOV 15 2017